

**Fixed Rate Swap Confirmation**

From: Royal Bank of Canada

To: Canterbury Finance No. 2 PLC  
Level 37, 25 Canada Square  
Canary Wharf  
London E14 5LQ

27 March 2020

Dear Sir/ Madam

**Re: Canterbury Finance No. 2 PLC - Fixed Rate Swap**

Our Reference: Trade ID [REDACTED] / Transaction ID [REDACTED]

The purpose of this letter (this **Confirmation**) is to confirm the terms and conditions of the Swap Transaction entered into between us on the Trade Date specified below.

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. (the **2006 Definitions**), are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation constitutes a 'Confirmation' as referred to in, and supplements, forms part of, and is subject to, the 2002 ISDA Master Agreement dated as of 27 March 2020 as amended and supplemented from time to time (the **Agreement**), between Royal Bank of Canada (**Party A**) and Canterbury Finance No. 2 PLC (**Party B**). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

The terms of the particular Swap Transaction to which this Confirmation relates are as follows:

**1. General Terms**

Notional Amount	The amount set out in the attached Notional Schedule in respect of the relevant Calculation Period
Trade Date	27 March 2020
Effective Date	27 March 2020
Termination Date	16th April 2025, subject to adjustment in accordance with the Modified Following Business Day Convention.

**Fixed Amounts**

Fixed Rate Payer	Party B
Fixed Rate Payer Payment Dates	Monthly on the 16th day of each month of each year commencing on 16th April 2020 up to and

including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Fixed Rate ██████████

Fixed Rate Day Count Fraction Actual/365 (Fixed)

Business Days London

**Floating Amounts**

Floating Rate Payer Party A

Floating Rate Payer Payment Dates Monthly on the 16th day of each month of each year commencing on 16th April 2020 up to and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Floating Rate Option Compounded Daily SONIA

Compounded Daily SONIA The rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) calculated by the Calculation Agent as at the Reset Date, as follows, with the resulting percentage rounded if necessary to the nearest one-ten-thousandth of a percentage point (0.0001%):

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SONIA_{i-5LBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

Where:

"d" is the number of calendar days in the relevant Calculation Period;

"d<sub>0</sub>" is the number of London Banking Days in the relevant Calculation Period;

"i" is a series of whole numbers from one to d<sub>0</sub>, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Calculation Period;

"LBD" or "London Banking Day"

means a Business Day;

" $n_i$ ", for any day " $i$ ", means the number of calendar days from and including such day " $i$ " up to but excluding the following London Banking Day; and

"**SONIA<sub>i-5LBD</sub>**" means in respect of any London Banking Day falling in the relevant Calculation Period, the SONIA Reference Rate for the London Banking Day falling five London Banking Days prior to that London Banking Day " $i$ ".

"**SONIA Reference Rate**" means in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Screen or, if the Screen is unavailable, as provided by the administrator (on the London Banking Day immediately following such London Banking Day).

"**Screen**" means the Reuters Screen SONIA Page or such other page as may replace Reuters Screen SONIA Page on that service for the purpose of displaying such information or if that service ceases to display such information, such page as displays such information on such service as may replace such screen.

For the purposes of determining SONIA<sub>i-5LBD</sub>, if, in respect of any relevant London Banking Day, the Calculation Agent determines that the SONIA Reference Rate is not available on the Screen or has not otherwise been published by one or more authorised distributors, such SONIA Reference Rate shall be: (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant London Banking Day; plus (ii) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate.

Floating Rate Day Count Fraction

Actual/365 (Fixed)

Reset Dates	With respect to each Calculation Period, the day which is 5 London Banking Days prior to the Floating Rate Payer Payment Date in respect of such Calculation Period
Business Days	London
Spread	None
Calculation Agent	As per the ISDA Master Agreement

**2. Account Details**

Payments to Party A	As per Standard Settlement Instructions
Payments to Party B	As per Standard Settlement Instructions

**3. Offices**

The Office of Party A for the Swap Transaction is London  
The Office of Party B for the Swap Transaction is London

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,



.....  
Name: Mike Sharp  
Title: Managing Director, Global  
Head of Trading Documentation

For and on behalf of

**Royal Bank of Canada**

Confirmed as of the  
date first written:

**Canterbury Finance No. 2 PLC**  
.....

By: CSC Directors (No.1) Limited  
Title: Director  
Date:

.....  
By: CSC Directors (No.2) Limited  
Title: Director  
Date:

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Swap Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

.....

Name:  
Title:  
For and on behalf of

**Royal Bank of Canada**

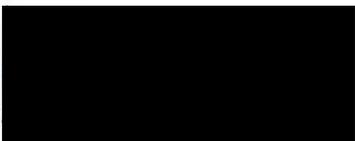
Confirmed as of the  
date first written:

**Canterbury Finance No. 2 PLC**



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By: CSC Directors (No.1) Limited  
Title: Director  
Date:



.....

By: CSC Directors (No.2) Limited  
Title: Director  
Date:



