

From: Gosforth Funding 2017-1 plc
8th Floor
100 Bishopsgate
London EC2N 4AG

Attention: The Directors

To: Lloyds Bank Corporate Markets plc
25 Gresham Street
London EC2V 7HN

Attention: Head of Legal, Commercial Banking Legal-Traded Products

25 September 2017
(as amended and restated on 19 March 2021)

Dear Sirs,

Confirmation – GBP /USD Cross Currency Swap – Reference: 11697270LS

UTI No.: 1030466833SMTSWAP000000000000000011697270LS

This letter amends and restates, with effect from 19 March 2021 (the "**Amendment Effective Date**"), the Confirmation entered into between Lloyds Bank Corporate Markets plc ("**Party A**") and us, Gosforth Funding 2017-1 plc ("**Party B**") on 25 September 2017 (as amended from time to time) (the "**Old Confirmation**") as referred to in the 1992 ISDA Master Agreement (Multicurrency-Cross Border) dated as of 19 September 2017 (as amended from time to time) entered into between you and us (the "**Agreement**"). Accordingly, with effect from the Amendment Effective Date, this letter constitutes the "Confirmation" referred to in the Agreement in respect of the terms and conditions of the Swap Transaction and the Old Confirmation shall no longer apply.

For the avoidance of doubt, (i) the Floating Amount in respect of the Party B Floating Rate Payer Payment Date falling in March 2021 and (ii) the Floating Amount in respect of the Party A Floating Rate Payer Payment Date falling in March 2021 shall each be determined in accordance with the terms of the Old Confirmation, and the Floating Amounts in respect of each following Party B Floating Rate Payer Payment Date and each following Party A Floating Rate Payer Payment Date shall be determined in accordance with the terms of this Confirmation.

The definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "**Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern: (i) this Confirmation; (ii) the Master Definitions and Construction Schedule (the provisions of which are incorporated herein); and (iii) the Definitions; and (iv) the printed form of the ISDA Master Agreement.

The following expressions shall, for the purpose of this Confirmation, have the following meanings:

The term "**Transaction**" as used herein shall, for the purposes of the Definitions, have the same meaning as "**Swap Transaction**".

“**Conditions**” or “**Terms and Conditions**” means in relation to the Class A1a Notes issued by the Issuer, the terms and conditions to be endorsed on such Notes in the form or substantially in the form scheduled to the Trust Deed entered into by the Issuer with the Trustee, and any reference to a numbered Condition shall be construed accordingly;

“**Class A1a Step-Up Date**” means 19 September 2022.

“**Master Definitions and Construction Schedule**” means the master definitions and construction schedule dated on or around the Effective Date and signed for identification by Clifford Chance LLP and Freshfields Bruckhaus Deringer LLP.

“**USD-LIBOR-BBA**” means that the rate for a Reset Date will be the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two Business Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be the rate determined by the Agent Bank (as defined in the Master Definitions and Construction Schedule) in accordance with Condition 4(C)(II)(b) of the Class A1a Notes.

“**Compounded Daily SONIA**” means, in respect of a Party B Floating Rate Payer Calculation Period, the rate of return of a daily compound interest investment during the Party B Floating Rate Payer Calculation Period (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Party B Reset Date in question, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

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

where:

“**d**” is the number of calendar days in the relevant Party B Floating Rate Payer Calculation Period;

“**d₀**” is the number of London Banking Days in the relevant Party B Floating Rate Payer Calculation Period;

“**i**” is a series of whole numbers from one to **d₀**, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Party B Floating Rate Payer Calculation Period; and

“**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.

“**London Banking Day**” or “**LBD**” is any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

“**Relevant Screen Page**” means the Reuters Screen SONIA Page or any other screen page as specified by the Issuer (or any replacement thereto).

“**SONIA_{i-5LBD}**” means, in respect of any London Banking Day falling in the relevant Party B Floating Rate Payer Calculation Period, the SONIA Reference Rate for the London Banking Day falling five London Banking Days prior to the relevant 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 Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors (on the London Banking Day immediately following such London Banking Day).

If, in respect of any London Banking Day in the relevant Swap Provider Calculation Period, the Calculation Agent determines that the SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant 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.

1. This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.
2. The terms of the Transactions to which this Confirmation relates are as follows:

Party A:	Lloyds Bank Corporate Markets plc
Party B:	Gosforth Funding 2017-1 plc
Trade Date:	19 September 2017
Effective Date:	25 September 2017
Termination Date:	The earlier of (i) the Payment Date falling in December 2059; and (ii) the date on which the Principal Amount Outstanding of the Class A1a Notes is zero, provided that if the Class A1a Notes are not issued by the Issuer on or before 25 September 2017 (the “ Closing Date ”) the Termination Date shall be the Closing Date (and, for the avoidance of doubt, if the Termination Date is the Closing Date, no amounts shall be payable under this Confirmation).
Business Days:	London and New York
Business Day Convention:	Following

Party A Floating Amounts

Party A Floating Rate Payer:	Party A
Party A Floating Rate Payer Currency	For each Party A Floating Rate Payer Calculation Period, an amount in USD equal to the Party B Initial Exchange Amount less the sum of all Party A Interim Exchange Amounts paid prior

Amount:	to such Party A Floating Rate Payer Calculation Period and the Party A Interim Exchange Amount paid on the Party A Floating Rate Payer Payment Date at the beginning of such Party A Floating Rate Payer Calculation Period
Party A Floating Rate Payer Payment Dates:	Each 19 March, 19 June, 19 September and 19 December from and including 19 December 2017 to and including the Termination Date
Party A Floating Rate Payer Calculation Period	Each period from (and including) a Party A Floating Rate Payer Payment Date to (but excluding) the next following Party A Floating Rate Payer Payment Date
Party A Floating Rate Option:	USD-LIBOR-BBA
Party A Designated Maturity:	3 months, provided that Linear Interpolation shall be used for the first Calculation Period
Party A Spread:	0.47 per cent. per annum up to and excluding the Class A1a Step-Up Date and thereafter 0.94 per cent. per annum
Party A Floating Rate Day Count Fraction:	Actual/360
Party A Reset Dates:	The first day of each Calculation Period with respect to the Party A Floating Amounts
Party A Compounding:	Inapplicable
Party B Floating Amounts	
Party B Floating Rate Payer:	Party B
Party B Floating Rate Payer Currency Amount:	For each Party B Floating Rate Payer Calculation Period, an amount in GBP equal to the Party A Initial Exchange Amount less the sum of all Party B Interim Exchange Amounts paid prior to such Party B Floating Rate Payer Calculation Period and the Party B Interim Exchange Amount paid on the Party B Floating Rate Payer Payment Date at the beginning of such Party B Floating Rate Payer Calculation Period.
Party B Floating Rate Payer Payment Dates:	Each 19 March, 19 June, 19 September and 19 December from and including 19 December 2017 to and including the Termination Date
Party B Floating Rate Payer Calculation Period	Each Interest Period (as defined in the Master Definitions and Construction Schedule)
Party B Floating Rate Option:	Compounded Daily SONIA. In the event that Compounded Daily SONIA cannot be determined, the Floating Rate Option for that Reset Date shall be the rate determined by the Agent

Bank (as defined in the Master Definitions and Construction Schedule) in accordance with Condition 4(C)(I)(b) of the Notes.

Party B Spread:	0.500 per cent. per annum up to and excluding the Class A1a Step-Up Date and thereafter 1.159 per cent. per annum
Party B Floating Rate Day Count Fraction:	Actual/365 (Fixed)
Party B Reset Dates:	The fifth London Banking Day before a Party B Floating Rate Payer Payment Date
Party B Compounding:	Inapplicable
Negative Interest Rate Method:	Applicable. Notwithstanding Section 6.4(b) of the Definitions, if on any Party A Floating Rate Payer Payment Date, Party B is required to pay to Party A the absolute value of the negative Party A Floating Rate Payer Currency Amount (the “ USD Negative Floating Amount ”), then the amount payable by Party B will be the GBP equivalent of the relevant USD Negative Floating Amount (the “ GBP Negative Floating Amount ”), which shall be determined by Party B (or the Issuer Cash Manager on its behalf in accordance with Clause 5.10 of the Issuer Cash Management Agreement).

Initial Exchange

Initial Exchange Date:	Effective Date
Party A Initial Exchange Amount:	GBP 311,429,733.73
Party B Initial Exchange Amount:	USD 421,053,000.00
Initial Exchange Rate:	USD 1.352:GBP 1

Interim Exchange

Interim Exchange Date:	Each Payment Date falling at the end of each Calculation Period
Party A Interim Exchange Amount:	An amount in USD equal to the Party B Interim Exchange Amount for such Interim Exchange Date converted into USD at the Initial Exchange Rate
Party B Interim Exchange Amount:	In respect of an Interim Exchange Date, the amount determined as the Sterling Equivalent Principal Amount Outstanding of the Class A1a Notes to be redeemed pursuant to Condition 5(B) (<i>Mandatory Redemption of the Notes in Part</i>) on the Payment Date corresponding to such Interim Exchange Date

Final Exchange

Final Exchange Date:	Termination Date
Party A Final Exchange	An amount in USD equal to the Party B Final Exchange Amount

Amount for the Termination Date converted into USD at the Initial Exchange Rate

Party B Final Exchange Amount: An amount equal to the Party A Initial Exchange Amount less the sum of each Party B Interim Exchange Amount paid on each Interim Exchange Date prior to the Final Exchange Date

3. **Account Details:**

Payments to Party A: Transfer of Cash hereunder shall be made for credit to the following account of Party A:

Account for payments in GBP:

Bank: Lloyds Bank Plc, London

Swift: LLCMGB22

Sort Code: 30-96-34

Account No: 01040031

Account for Payments in USD:

Bank: Bank of America N.A., New York

Account No: 6550 061348

Swift Code: BOFAUS3N

ABA: 026009593

Payments to Party B: Transfer of Cash hereunder shall be made for credit to:

(i) in respect of Initial Exchange, pursuant to a direction from the Issuer, the following account of Clydesdale Bank plc:

To: Lloyds Bank plc

Account: 01031261

Sort Code: 30-96-34

BIC: NRNBGB2L

(ii) in respect of all other payments, the following account of the Principal Paying Agent:

To: CITIBANK, NEW

YORK

SWIFT: CITIUS33

Account: 10990765

Reference: GATS [ISIN]

4. Notice Details

Party A: Lloyds Bank Corporate Markets plc
25 Gresham Street
London EC2V 7HN

Attention: Commercial Banking
Telephone No: 020 7158 6170
Email: notices@lloydsbanking.com

Party B: Gosforth Funding 2017-1 plc
8th Floor
100 Bishopsgate
London EC2N 4AG

e-mail corpservices@lawdeb.com

Attention: The Directors

5. Other Provisions

Following the delivery of a Note Acceleration Notice and provided that Party A has not terminated the Transaction in accordance with Section 6(b) of the Agreement following the occurrence of the Additional Termination Event in Part 1(h)(i) of the Agreement:

- (a) two Business Days prior to each Distribution Date (the "**Payments Notification Date**") the Issuer Cash Manager shall notify Party A of (X) the amount in sterling, if any, to be applied (for the avoidance of doubt following conversion to USD pursuant to this Agreement) towards the reduction of the Principal Amount Outstanding of the Class A1a Notes by the Security Trustee in accordance with Schedule 3 Part C of the Deed of Charge (the "**Sterling Reduction Amount**"), and (Y) the amount in sterling, if any, to be applied by Party B towards the payment of a Party B Floating Amount payable on the immediately following Party B Floating Rate Payer Payment Date (the "**Sterling Floating Amount**");
- (b) the definition of "Interim Exchange Date" shall be deleted in its entirety and shall be replaced by: "Each Distribution Date";
- (c) the definition of "Party B Interim Exchange Amount" shall be deleted in its entirety and replaced by: "In respect of an Interim Exchange Date, the Sterling Reduction Amount";
- (d) the definition of "Party A Floating Rate Payer Payment Dates:" shall be deleted in its entirety and replaced by: "Each Distribution Date to and including the Termination Date";
- (e) the definition of "Party B Floating Rate Payer Payment Dates:" shall be deleted in its entirety and replaced by: "Each Distribution Date to and including the Termination Date";

- (f) if in respect of any Party B Floating Rate Payer Payment Date the Sterling Floating Amount is less than the Party B Floating Amount that would, but for this paragraph (f), otherwise have been payable on such Party B Floating Rate Payer Payment Date, or is zero, then,
- (i) the Party B Floating Amount payable on such Party B Floating Rate Payer Payment Date shall be the Sterling Floating Amount;
 - (ii) the Party A Floating Rate Payer Currency Amount in respect of the calculation of the Party A Floating Amount payable on the Party A Floating Rate Payer Payment Date falling immediately after the Payments Notification Date shall be reduced proportionate to the Party B Floating Proportion (as defined below); and
 - (iii) the payment of (X) the Sterling Floating Amount as Party B Floating Amount on such Party B Floating Rate Payer Payment Date, and (Y) the Party A Floating Amount calculated on the basis of the reduced Party A Floating Rate Payer Currency Amount pursuant to sub-paragraph (2) above on the Party A Floating Rate Payer Payment Date immediately following the Payments Notification Date shall not constitute a Failure to Pay under Section 5(a)(i) of the Agreement;
- (g) notwithstanding any other provision of this Confirmation:
- (i) if the Issuer Cash Manager notifies Party A that it shall not pay any Sterling Reduction Amount to Party A on any Distribution Date, or, having notified Party A pursuant to sub-paragraph (a) above, fails to pay the full Party B Interim Exchange Amount due on any Interim Exchange Date falling on such Distribution Date, then no payments shall be due or payable by either party to the other on any Interim Exchange Date falling on such Distribution Date and such non-payment shall not constitute a Failure to Pay under Section 5(a)(i) of the Agreement; and
 - (ii) if the Issuer Cash Manager notifies Party A that it shall not pay any Sterling Floating Amount to Party A on any Distribution Date, or, having notified Party A pursuant to sub-paragraph (a) above, fails to pay such notified Sterling Floating Amount as a Party B Floating Amount on any Party B Floating Rate Payer Payment Date falling on such Distribution Date, then no payments shall be due or payable by either party to the other on any Party A Floating Rate Payer Payment Date or Party B Floating Rate Payer Payment Date falling on such Distribution Date and such non-payment shall not constitute a Failure to Pay under Section 5(a)(i) of the Agreement.

Where,

"Party B Floating Proportion" means the proportion of the Party B Reduced Currency Amount to the Party B Floating Rate Payer Currency Amount that would otherwise have been applicable in respect of calculating the Party B Floating Amount payable on a Party B Floating Rate Payer Payment Date immediately following a Payments Notification Date; and

"Party B Reduced Currency Amount" means, in respect of a Party B Floating Rate Payer Payment Date immediately following a Payments Notification Date, the notional Party B Floating Rate Payer Currency Amount that would result in a Party B Floating Amount equal to the Sterling Floating Amount.

- (h) notwithstanding any other provision of the Agreement, any Close-out Amount determined for this Transaction pursuant to Section 6(e) of the Agreement shall be calculated without regard to the provisions of this paragraph 5.

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Appendix 1
Class A1a Target Amortisation Amount

Interim Exchange Date	Class A1a USD Target Amortisation Amount	Class A1a GBP Target Amortisation Amount
19/12/2017	24,090,547.40	17,818,452.22
19/03/2018	35,156,241.29	26,003,137.05
19/06/2018	33,940,661.28	25,104,039.41
19/09/2018	32,802,555.02	24,262,244.84
19/12/2018	31,624,448.72	23,390,864.44
19/03/2019	30,466,131.92	22,534,121.24
19/06/2019	29,419,394.16	21,759,906.93
19/09/2019	28,591,603.97	21,147,636.07
19/12/2019	27,560,445.17	20,384,944.65
19/03/2020	26,560,023.24	19,644,987.60
19/06/2020	25,623,601.37	18,952,367.88
21/09/2020	24,800,442.75	18,343,522.75
21/12/2020	23,989,494.68	17,743,709.08
19/03/2021	23,266,125.62	17,208,672.80
21/06/2021	22,434,545.95	16,593,599.07
20/09/2021	726,737.48	537,527.72