

Class B Series 2023-2

To: Driver UK Master S.A. acting with respect to its Compartment 6 ("**Party B**")

Fax no:

Attn:

From: ING Bank N.V. ("**Party A**")

Re: Interest Rate Swap

Date: 27 March 2023

Trade  
Reference  
No.

UTI:

Dear Ladies and Gentlemen,

The purpose of this letter is to confirm the terms and conditions of the swap transaction entered into between us on the Trade Date specified below (the "**Transaction**"). If a Confirmation was exchanged between the parties in respect of this Transaction on or around the Trade Date, this letter will supplement and form part of such Confirmation and, together, they will constitute the "Confirmation" as referred to in the Agreement specified below. In the event of any inconsistency between such earlier Confirmation and this letter, the provisions of this letter will apply.

The definitions and provisions contained in the 2021 ISDA Interest Rate Derivatives Definitions as published by the International Swaps and Derivatives Association, Inc. are incorporated into this Confirmation, provided that in the event of inconsistency between this Confirmation and the 2021 ISDA Interest Rate Derivatives Definitions, the provisions of this Confirmation shall prevail.

Any change to the reference rate underlying the Transaction(s) entered into under this Agreement shall be made in accordance with the Conditions and not the 2021 ISDA Interest Rate Derivatives Definitions (a "**Benchmark Event**").

Unless otherwise defined herein, capitalised terms used but not otherwise defined in the Confirmation shall have the meanings ascribed to them in Clause 1 of the Master Definitions Schedule (the "**Master Definitions Schedule**") set out in the Incorporated Terms Memorandum (the "**Incorporated Terms Memorandum**") which is dated on or about the date of this Confirmation and signed, for purposes of identification, by *inter alios* Party A and Party B.

This Confirmation supplements, forms part of and is subject to the 2002 ISDA Master Agreement dated as of 27 March 2023 (the "**Agreement**") between Party A and Party B. All provisions contained in or incorporated by reference in the Agreement will govern this Confirmation except as expressly modified below.

Party B has entered into this swap transaction in connection with the issuance of the Series 2023-2 Class B Notes (the "**Series 2023-2 Class B Notes**").

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

1. **GENERAL TERMS**

Transaction Type: Interest Rate Swap Transaction

Currency for Payments: GBP

Notional Amount:	<p>In respect of the first Calculation Period, GBP 42,400,000.</p> <p>In respect of each subsequent Calculation Period, the nominal amount of the Series 2023-2 Class B Notes outstanding on the Payment Date relating to the immediately preceding Calculation Period after giving effect to all payments of principal as of the Payment Date falling on the first day of such Calculation Period.</p> <p>Notice of the Notional Amount for any Calculation Period shall be given by Party B no later than the 3<sup>rd</sup> Business Day prior to the first day of that Calculation Period.</p> <p>For the avoidance of doubt, the Calculation Agent shall not have any obligation to determine the Notional Amount but may rely on the Notional Amount notified to it by Party B (or the Servicer on its behalf).</p>
Trade Date:	15 March 2023.
Effective Date:	27 March 2023.
Termination Date:	<p>The earlier of:</p> <ul style="list-style-type: none"><li>(i) the date on which the Series 2023-2 Class B Notes are redeemed in full, in accordance with their terms (other than by reason of an Enforcement Event); and</li><li>(ii) the Payment Date falling in May 2031, subject to adjustment in accordance with the Business Day Convention.</li></ul>
<b>Fixed Amounts:</b>	
Fixed Amount Payer:	Party B.
Period End Dates:	Monthly on the 25 <sup>th</sup> day in each month, commencing on and including 25 April 2023 and ending on and including the Termination Date. For the purposes of this provision only, No Adjustment.
Fixed Amount Payer Payment Dates:	The 25 <sup>th</sup> day in each month, commencing on and including 25 April 2023 and ending on and including the Termination Date subject to adjustment in accordance with the Business Day Convention.
Fixed Rate:	5.2860 <i>per cent. per annum</i> .

Fixed Rate Day Count Fraction: Actual/365 (Fixed).

**Floating Amounts:**

Floating Amount Payer: Party A.

Period End Dates: Monthly on the 25<sup>th</sup> day in each month, commencing on and including 25 April 2023 and ending on and including the Termination Date, subject to adjustment in accordance with the Business Day Convention.

Floating Amount Payer Payment Dates: The 25<sup>th</sup> day in each month, commencing on and including 25 April 2023 and ending on and including the Termination Date subject to adjustment in accordance with the Business Day Convention.

Floating Rate Option: Compounded Daily SONIA, as amended in accordance with Condition 12 (*Amendments to the Conditions and Benchmark Rate Modification*) of the Notes Conditions.

Compounded Daily SONIA: Means that the rate for a Reset Date calculated in accordance with the formula set forth below in this subparagraph will be 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) and will be calculated by the Calculation Agent in respect of each Calculation Period, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

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

where:

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

***d<sub>o</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>o</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** means a London Banking Day;

**London Banking Day** means any day upon which banks are open for general banking business in London (excluding for the

avoidance of doubt any bank holidays or a Saturday or a Sunday);

$n_i$ , 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;

**Observation Period** means, in respect of a Calculation Period, the period from and including the date falling five London Banking Days prior to the first day of the relevant Calculation Period (and the first Calculation Period shall begin on and include the Closing Date) and ending on, but excluding, the date falling five London Banking Days prior to the Floating Rate Payer Payment Date for such Calculation Period or, (if applicable, the date falling five London Banking Days prior to any other date on which a payment of interest is to be made in respect of the Series 2023-2 Class B Notes);

**SONIA** 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 (as defined in the Incorporated Terms Memorandum) or, if the Screen is unavailable, as otherwise published by such authorised distributors (on the London Banking Day immediately following such London Banking Day); and

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

If, in respect of any London Banking Day in the relevant Observation Period in respect of the relevant Calculation Period, the Calculation Agent determines that SONIA is not available on the Screen (as defined in the Incorporated Terms Memorandum) or has not otherwise been published by the relevant authorised distributors, SONIA 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 SONIA to the Bank Rate over the previous five London Banking Days on which SONIA 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.

Notwithstanding the above:

(a) in the event the Bank of England publishes guidance as to (i) how SONIA is to be determined or (ii) any rate that is to replace the SONIA Reference Rate, Condition 7(e) of the Notes Conditions shall apply *mutatis mutandis*, including that any references to the "Servicer" shall be deemed references to the Calculation Agent; and

(b) in the event that Compounded Daily SONIA cannot be determined in accordance with the foregoing provisions by the Calculation Agent, Conditions 7(f) and 7(g) of the Notes Conditions shall apply *mutatis mutandis*, including that any references to the Interest Determination Agent shall be deemed references to the Calculation Agent

Spread: 1.20 *per cent. per annum*.

Floating Rate: The sum of the Floating Rate Option and the Spread.

Floating Rate Day Count Fraction: Actual/365 (Fixed).

Reset Date: With respect to a Calculation Period, the day which is five London Banking Days prior to the Floating Rate Payment Date falling at the end of such Calculation Period and, for the avoidance of doubt, the rate so determined on such Reset Date shall apply from the first day of such Calculation Period.

Compounding: Inapplicable.

**Early Termination:**

Optional Early Termination: Applicable, subject to the following:

This Optional Early Termination provision is exercisable by Party B subject to:

(i) an Early Amortisation Event not having occurred; and

(ii) the Instrument Revolving Period Expiration Date of the Series 2023-2 Class B Notes having been extended.

This Optional Early Termination provision is exercisable by Party A subject to the Series 2023-2 Noteholder having agreed to extend the Instrument Revolving Period Expiration Date of the Series 2023-2 Class B Notes.

Option Style:	European
Exercise Business Day:	London
Procedure for Exercise:	
Optional Early Termination Date:	25 May 2024, subject to adjustment in accordance with the Modified Business Day Convention.
Expiration Date:	Optional Early Termination Date
Earliest Exercise Time:	9 a.m. London time
Expiration Time:	4 p.m. London time
Partial Exercise:	Inapplicable
Multiple Exercise	Inapplicable
Settlement Terms:	
Cash Settlement:	Inapplicable

For the avoidance of doubt, upon the exercise by Party A or Party B of such Optional Early Termination, the provisions of Section 16.1(b) of the 2021 ISDA Interest Rate Derivatives Definitions shall apply and no further payments shall be required by both parties under the Transaction except for any accrued Fixed Amounts and Floating Amounts relating to the Calculation Period ending on such Optional Early Termination Date.

## 2. **ADDITIONAL TERMS**

Business Day Convention:	Modified Following.
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Business Days: TARGET2 Settlement Day and a day (other than Saturday, Sunday or public holidays) on which the banks are open in London and Luxembourg.

Calculation Agent Party A

3. **ACCOUNT DETAILS**

Payments to Party A

Account for Payments in GBP:



Payments to Party B:

Account for Payments in GBP:



4. **OTHER TERMS**

- (a) The obligations of Party A and Party B hereunder are contingent upon the issuance of the Series 2023-2 Class B Notes. In the event that the Series 2023-2 Class B Notes are not issued on or before the Effective Date (a "**Cancellation Event**"), this Transaction will automatically be cancelled at zero on the Effective Date, with no payments required to be made or obligations required to be performed by either party on the Effective Date or thereafter (including, for the avoidance of doubt, the payment of the Fixed Amount due on the first Fixed Amount Payment Date and the Floating Amount due on the first Floating Amount Payment Date). For the avoidance of doubt, if a Cancellation Event occurs, the parties agree that the Transaction will be considered cancelled and the mechanics set out in Section 5 (*Events of Default and Termination Events*) and Section 6 (*Early Termination; Close-Out Netting*) of the Agreement will not apply.
- (b) In the event of any inconsistency in the dates for calculation of the Floating Rate Option as set out in this Transaction and in Condition 7(c) (*Payments of interest*) of the Notes Conditions, the dates for calculation of the Floating Rate Option as set out in Condition 7(c) (*Payments of interest*) of the Notes Conditions will prevail.

Confirmed as of the date first written above

**Driver UK Master S.A. acting with respect to its Compartment 6 (Party B)**

By:

Name:

Title:



**ING Bank N.V. (Party A)**

By:

Name:

Title:

