

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF SENIOR NOTEHOLDERS.

If Senior Noteholders are in any doubt about any aspect of the proposals in this notice and/or the action they should take, they are recommended to seek their own financial advice immediately from their stockbroker, bank manager, solicitor, accountant or other financial adviser authorised under the Financial Services and Markets Act 2000, as amended, (if they are in the United Kingdom) or from another appropriately authorised independent financial adviser and such other professional advisor from their own professional advisors as they deem necessary.

FURTHER INFORMATION REGARDING THE MATTERS REFERRED TO IN THIS ANNOUNCEMENT IS AVAILABLE IN THE CONSENT SOLICITATION MEMORANDUM (THE "CONSENT SOLICITATION MEMORANDUM") ISSUED BY THE ISSUER TODAY, AND SENIOR NOTEHOLDERS ARE ENCOURAGED TO READ THIS ANNOUNCEMENT IN CONJUNCTION WITH THE SAME.

FINANCE FOR RESIDENTIAL SOCIAL HOUSING PLC

(incorporated with limited liability in England and Wales under number 03302722) (the "**Issuer**")

NOTICE OF SEPARATE SENIOR NOTEHOLDER MEETINGS

to the holders of the

Series 1 Class A1 Asset Backed 8.369 Per Cent. Premium Yield Notes due 2058
(Common Code: 7518471; CUSIP Number (for 144A Notes): 31737RAA3; CUSIP Number (for Reg S Notes): G34346AA7; ISIN: USG34346AA77)
(the "**Series 1 Class A1 Notes**")

Series 1 Class A2 Asset Backed 8.569 Per Cent. Premium Yield Notes due 2058
(Common Code: 7518498; CUSIP Number (for 144A Notes): 31737RAB1; CUSIP Number (for Reg S Notes): G34346AB5; ISIN: USG34346AB50)
(the "**Series 1 Class A2 Notes**")

and

Series 2 Class A Asset Backed Variable Rate Notes due 2058
(Common Code: 7518536; CUSIP Number (for 144A Notes): 31737RAE5; CUSIP Number (for Reg S Notes): G34346AE9; ISIN USG34346AE99)
(the "**Series 2 Class A Notes**")

The Series 1 Class A1 Notes, the Series 1 Class A2 Notes and the Series 2 Class A Notes are together, the "**Senior Notes**".

NOTICE IS HEREBY GIVEN to the holders of the Senior Notes (the "**Senior Noteholders**") that separate meetings (each a "**Meeting**") of the Senior Noteholders of each class convened by the Issuer will be held at the offices of Fieldfisher LLP at Riverbank House, 2 Swan Lane, London, EC4R 3TT on 2 March 2023 (the "**Meeting Date**") at 10:00 a.m. (London time) in respect of the Series 1 Class A1 Notes (the "**Series 1 Class A1 Notes Meeting**"), at 10:15 a.m. (London time) or after the completion of the Series 1 Class A1 Notes Meeting (whichever is later) in respect of the Series 1 Class A2 Notes (the "**Series 1 Class A2 Notes Meeting**") and at 10:30 a.m. (London time) or after the completion of the Series 1 Class A2 Notes Meeting

(whichever is later) in respect of the Series 2 Class A Notes (the "**Series 2 Class A Notes Meeting**"), access to which for Senior Noteholders that wish to attend virtually or appoint a proxy (other than the Tabulation Agent) will be granted only via a Microsoft Teams video conference meeting ID to be provided by Fieldfisher LLP upon request, for the purpose of considering and, if thought fit, passing the resolutions set out below, which will be proposed as an Extraordinary Resolution at each Meeting in accordance with the provisions of Condition 14 of the Terms and Conditions of the Series 1 Notes and Condition 13 of the Terms and Conditions of the Series 2 Notes and the provisions of the Ninth Schedule of the trust deed dated 26 March 1997 as amended, restated, modified and/or supplemented from time to time (the "**Trust Deed**") and entered into between the Issuer and Royal Exchange Trust Company Limited as trustee (such role now being performed by Apex Corporate Trustees (UK) Limited under power of attorney) (the "**Trustee**") as trustee for the Senior Noteholders and constituting the Senior Notes.

Senior Noteholders who have submitted and not revoked (in the limited circumstances in which revocation is permitted) a valid Eligible Noteholder Instruction or Ineligible Noteholder Instruction in respect of the relevant Extraordinary Resolution by 10:00 a.m. (London time) (in respect of the Series 1 Class A1 Notes), 10:15 a.m. (in respect of the Series 1 Class A2 Notes) and 10:30 a.m. (in respect of the Series 2 Class A Notes), on 28 February 2023 (subject to the right of the Issuer to extend, re-open and/or terminate the Consent Solicitation, the "**Expiration Deadline**"), by which they will have given instructions to the Principal Paying Agent for the appointment of one or more representatives of the Tabulation Agent as their proxy to vote in favour of or against (as specified in the relevant Eligible Noteholder Instruction or Ineligible Noteholder Instruction) the relevant Extraordinary Resolution at each relevant Meeting (or any such adjourned Meeting), need take no further action to be represented at such Meeting (or any such adjourned Meeting).

Capitalised terms used in this notice and not otherwise defined herein shall have the meanings given to them in the Consent Solicitation Memorandum dated 8 February 2023 (the "**Consent Solicitation Memorandum**"), which is available for inspection by Senior Noteholders during normal business hours at the specified offices of the Tabulation Agent on any weekday (public holidays excepted) and on the following website: <https://sites.dfkingltd.com/FRESH> up to and including the Meeting Date (see "*Documents Available for Inspection*" below). In accordance with normal practice, the Trustee, the Tabulation Agent and the Principal Paying Agent have not been involved in the formulation of the Noteholder Proposal outlined in the Consent Solicitation Memorandum or the Extraordinary Resolutions. The Trustee, the Tabulation Agent and the Principal Paying Agent, express no opinion on, and make no representations as to the merits of, the Noteholder Proposal outlined in the Consent Solicitation Memorandum or the Extraordinary Resolutions.

None of the Trustee, the Tabulation Agent or the Principal Paying Agent makes any representation that all relevant information has been disclosed to Senior Noteholders in or pursuant to this Notice, the Consent Solicitation Memorandum or otherwise. None of the Trustee, the Tabulation Agent or the Principal Paying Agent has approved the draft Amendment Deed referred to in the Extraordinary Resolutions set out below and the Trustee, the Tabulation Agent and the Principal Paying Agent recommend that Senior Noteholders arrange to inspect and review such draft Amendment Deed as provided below in this Notice. Accordingly, Senior Noteholders should take their own independent legal, financial, tax or other advice on the merits and the consequences of voting in favour of the relevant Extraordinary Resolution, including any tax consequences, and on the impact of the implementation of the relevant Extraordinary Resolution.

None of the Trustee, the Tabulation Agent or the Principal Paying Agent are responsible for the accuracy, completeness, validity or correctness of the statements made in the Consent Solicitation Memorandum or omissions therefrom or for the acts or omissions of the Issuer, or any other person in connection with the Consent Solicitation.

Neither this Notice nor the Consent Solicitation Memorandum constitute or form part of, and should not be construed as, an offer for sale, exchange or subscription of, or a solicitation of any offer to buy, exchange or subscribe for, any securities of the Issuer or any other entity. The distribution of the Consent Solicitation Memorandum may nonetheless be restricted by law in certain jurisdictions. Persons into whose possession

the Consent Solicitation Memorandum comes are required to inform themselves about, and to observe, any such restrictions.

Background

Since July 2017, there has been a concerted and intensive global regulator-driven effort to encourage, and ultimately effect, the transition away from the use of interbank offered rates, including the GBP London Interbank Offered Rate ("**LIBOR**"), in financial instruments to risk-free rates or other appropriate benchmarks (the "**Transition**").

The UK Financial Conduct Authority ("**FCA**") has confirmed that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after the end of 2021 and expects that some panel banks will cease contributing to LIBOR panels at such time. In addition, the Bank of England and the FCA announced that a working group has been mandated to promote a broad-based transition to the Sterling Overnight Index Average ("**SONIA**") across sterling bond, loan and derivative markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021.

On 16 January 2020 the Bank of England and the FCA have stated that LIBOR "will cease to exist after the end of 2021" and that "no firm should plan otherwise". Furthermore, the UK RFR Working Group's "Priorities and roadmap for transition by end-2021" specifies Q1 of 2021 as the target date for the ceasing of the "initiation of new LIBOR-linked loans, bonds, securitisations and linear derivatives that expire after the end of 2021".

The FCA announced on 5 March 2021 that all LIBOR settings will either cease to be provided by an administrator or no longer be representative of the underlying market and economic reality (and that representativeness will not be restored) immediately after (i) 31 December 2021, in the case of all sterling, euro, Japanese Yen and Swiss Franc, and certain US dollar settings; or (ii) 30 June 2023, in the case of the remaining US dollar settings. Regulators have continued to urge market participants to take active steps to implement the transition of SONIA and other risk-free rates ahead of the applicable LIBOR cessation date.

The Issuer has convened each Meeting for the purpose of enabling the Senior Noteholders to consider and resolve, if they think fit, to approve the Noteholder Proposal by way of an Extraordinary Resolution separately in relation to each class of the Senior Notes implementing certain amendments to the Liquidity Facility Agreement as described herein.

Due to the differences in the nature of LIBOR and SONIA, the replacement of LIBOR as the reference rate for the calculation of interest on each Drawing under the Liquidity Facility Agreement will also require the addition of a spread ("**Spread Adjustment**") to the existing Margin payable in respect of such Drawing.

The Issuer has discussed the Noteholder Proposal with Moody's Investors Service Limited ("**Moody's**") and S&P Global Ratings ("**S&P**"). None of Moody's or S&P has, based on the information provided to them, raised any comments in respect of the Noteholder Proposal.

Noteholder Proposal

Pursuant to the above, the Issuer has convened each Meeting by the above notice to request that Senior Noteholders of each class consider and agree by Extraordinary Resolution to the matters contained in each Extraordinary Resolution set out below.

The Issuer, under the Noteholder Proposal (as defined below), is requesting that the Senior Noteholders consider and if thought fit, approve the relevant Extraordinary Resolution. If approved by the Senior Noteholders of each class, the Extraordinary Resolutions will be binding on all holders of the Senior Notes, including those Senior Noteholders who do not vote in favour of the Extraordinary Resolutions or who do not vote in connection with the Extraordinary Resolutions. Any Extraordinary Resolution passed by the

Senior Noteholders at a Senior Noteholders' Meeting shall also be binding on the Mezzanine Noteholders and the Series 3 Noteholders.

In order to implement the change in benchmark used to calculate the interest payment on each Drawing under the Liquidity Facility Agreement from 'LIBOR' to 'SONIA':

- (a) the interest rate for each Drawing under the Liquidity Facility Agreement from and including the Effective Date (with the first interest amount based on such new interest rate being paid on the Payment Date occurring after the Effective Date) will continue to be a floating rate and will be Compounded Daily SONIA plus the Adjusted Margin. The detailed provisions relating to the calculation of the Compounded Daily SONIA are set out in **Annex A** to this Notice.
- (b) the "**Adjusted Margin**" shall be the sum of (i) the Spread Adjustment; and (ii) the current Margin in respect of each Drawing (such current Margin being 1.0 per cent.).

For the avoidance of doubt, the reference rate applicable to each Drawing under the Liquidity Facility Agreement up to but excluding the Effective Date will continue to be LIBOR and the interest payment to be made on the Effective Date will not be affected by the pricing methodology described herein.

The Extraordinary Resolutions, if passed, constitute (amongst others) a direction by the Senior Noteholders to the Trustee to consent to and to concur in the amendments to the Liquidity Facility Agreement in order to change the reference rate from 'LIBOR' to 'SONIA' (the "**Noteholder Proposal**"), as more fully set out in the Amendment Deed (the "**Proposed Amendments**").

The Noteholder Proposal is being put to Senior Noteholders for the reasons set out in the Consent Solicitation Memorandum.

Senior Noteholders are referred to the Consent Solicitation Memorandum which provides further background to the Noteholder Proposal and the reasons therefor.

Consent Solicitation

Senior Noteholders are further given notice that the Issuer has invited holders of the Senior Notes of each class (such invitation a **Consent Solicitation**) to consent to the approval, by Extraordinary Resolution at each Meeting, of the modification of the Liquidity Facility Agreement as described in paragraphs 1 and 2 of the Extraordinary Resolutions as set out below, all as further described in the Consent Solicitation Memorandum (as defined in paragraph 10 of the Extraordinary Resolutions set out below).

Senior Noteholders may obtain from the date of this Notice a copy of the Consent Solicitation Memorandum from the Tabulation Agent, the contact details for which are set out below. In order to receive a copy of the Consent Solicitation Memorandum, a Senior Noteholder will be required to provide confirmation as to his or her status as a Senior Noteholder.

Extraordinary Resolutions

In Respect of the Series 1 Class A1 Asset Backed 8.369 Per Cent. Premium Yield Notes due 2058

"THAT this Meeting of the holders (together, the **Senior Noteholders**) of the Series 1 Class A1 Asset Backed 8.369 Per Cent. Premium Yield Notes due 2058 (the **Senior Notes**) of Finance for Residential Social Housing plc (the **Issuer**), constituted by the trust deed dated 30 March 1998 as amended, restated, modified and/or supplemented from time to time (the **Trust Deed**) made between the Issuer and Royal Exchange Trust Company Limited (such role now being performed by Apex Corporate Trustees (UK) Limited under power of attorney) (the **Trustee**) as trustee for, *inter alios*, the Senior Noteholders HEREBY RESOLVES as an Extraordinary Resolution to:

1. assents to and approve the Noteholder Proposal and the Proposed Amendments pursuant to the Amendment Deed, as defined herein;
2. (subject to paragraph 9 of this Extraordinary Resolution) authorise, direct, request and empower:
 - (a) the Issuer and the Trustee to execute an amendment deed amending the Liquidity Facility Agreement (the **Amendment Deed**) to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of the draft produced to this Meeting and for the purpose of identification signed by the chairman thereof; and
 - (b) the Issuer and the Trustee to execute and to do all such deeds, instruments, acts and things as may be necessary, desirable or expedient to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraphs 1 and 2 of this Extraordinary Resolution;
3. discharge, hold harmless and exonerate the Trustee and the Principal Paying Agent from all liability for which they may have become or may become responsible under the Trust Deed, the Senior Notes or any Transaction Document or any document related thereto in respect of any act or omission, including without limitation, in connection with the passing of this Extraordinary Resolution or its implementation, the modifications and documents referred to in this Extraordinary Resolution or the implementation of those modifications or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Amendment Deed, the Notice or this Extraordinary Resolution even if it is found out subsequently that there is any defect with the passing of this Extraordinary Resolution or for any reason this Extraordinary Resolution is not binding on current or subsequent Senior Noteholders or their heirs or assignees;
4. irrevocably waive any claim the Senior Noteholders may have against the Trustee or the Principal Paying Agent arising as a result of any loss or damage which the Senior Noteholders may suffer or incur as a result of the Trustee or the Principal Paying Agent acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the holders) and the Senior Noteholders further confirm that the Senior Noteholders will not seek to hold the Trustee or the Principal Paying Agent liable for any such loss or damage;
5. expressly agree and undertake to indemnify and hold harmless the Trustee and the Principal Paying Agent from and against all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by them as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Trustee or the Principal Paying Agent and against all losses, costs, charges or expenses (including legal fees) which the Trustee or the Principal Paying Agent may suffer or incur which in any case arise as a result of the Trustee and the Principal Paying Agent acting in accordance with the Extraordinary Resolution, the Trust Deed or any Transaction Document;
6. sanction and assent to every abrogation, modification, compromise or arrangement in respect of the rights of the Senior Noteholders appertaining to the Senior Notes against the Issuer, whether or not such rights arise under the Terms and Conditions, the Trust Deed or any other Transaction Documents involved in, resulting from or to be effected by the amendments referred to in paragraphs 1 and 2 of this Extraordinary Resolution and their implementation;
7. approve that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and capacity of any person to enter into the Amendment Deed or any other document necessary, desirable or expedient in connection with the modifications

referred to paragraphs 1 and 2 of this Extraordinary Resolution or the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

8. waive any and all requirements, restrictions and conditions precedent set forth in the Transaction Documents on any person, in implementing the Amendment Deed, this Extraordinary Resolution and the Noteholder Proposal;
9. declare that the implementation of this Extraordinary Resolution shall be conditional on:
 - (a) the passing of this Extraordinary Resolution; and
 - (b) the passing of an extraordinary resolution as to the matters set out in paragraphs 1 and 2 of this Extraordinary Resolution in relation to the Series 1 Class A2 Asset Backed 8.569 Per Cent. Premium Yield Notes due 2058 (the **Series 1 Class A2 Notes**) and the Series 2 Class A Asset Backed Variable Rate Notes due 2058 (the **Series 2 Class A Notes**); and
10. acknowledge that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

"Consent Solicitation" means the invitation by the Issuer to all Senior Noteholders (as defined in the Consent Solicitation Memorandum) to consent to the modification of the Liquidity Facility Agreement (as defined in the Consent Solicitation Memorandum) as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

"Consent Solicitation Memorandum" means the consent solicitation memorandum dated 8 February 2023 prepared by the Issuer in relation to the Consent Solicitation;

"Noteholder Proposal" means the invitation by the Issuer to each Senior Noteholder to consent by adopting this Extraordinary Resolution, to the amendments to certain terms of the Liquidity Facility Agreement to effect the transition from LIBOR to Compounded Daily SONIA as more fully described in the Amendment Deed. Such invitation is made on the terms and subject to the conditions set out in the Consent Solicitation Memorandum;

"Proposed Amendments" means any consequential or related amendments to certain terms of the Liquidity Facility Agreement to effect the transition from LIBOR to Compounded Daily SONIA as more fully described in the Amendment Deed; and

11. agree that capitalised terms in this document where not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum (a copy of which is available for inspection as referred to in the Notice)."

In Respect of the Series 1 Class A2 Asset Backed 8.569 Per Cent. Premium Yield Notes due 2058

"THAT this Meeting of the holders (together, the **Senior Noteholders**) of the Series 1 Class A2 Asset Backed 8.569 Per Cent. Premium Yield Notes due 2058 (the **Senior Notes**) of Finance for Residential Social Housing plc (the **Issuer**), constituted by the trust deed dated 30 March 1998 as amended, restated, modified and/or supplemented from time to time (the **Trust Deed**) made between the Issuer and Royal Exchange Trust Company Limited (such role now being performed by Apex Corporate Trustees (UK) Limited under power of attorney) (the **Trustee**) as trustee for, *inter alios*, the Senior Noteholders HEREBY RESOLVES as an Extraordinary Resolution to:

1. assent to and approve the Noteholder Proposal and the Proposed Amendments pursuant to the Amendment Deed, as defined herein;

2. (subject to paragraph 9 of this Extraordinary Resolution) authorise, direct, request and empower:
 - (a) the Issuer and the Trustee to execute an amendment deed amending the Liquidity Facility Agreement (the **Amendment Deed**) to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of the draft produced to this Meeting and for the purpose of identification signed by the chairman thereof; and
 - (b) the Issuer and the Trustee to execute and to do all such deeds, instruments, acts and things as may be necessary, desirable or expedient to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraphs 1 and 2 of this Extraordinary Resolution;
3. discharge, hold harmless and exonerate the Trustee and the Principal Paying Agent from all liability for which they may have become or may become responsible under the Trust Deed, the Senior Notes or any Transaction Document or any document related thereto in respect of any act or omission, including without limitation, in connection with the passing of this Extraordinary Resolution or its implementation, the modifications and documents referred to in this Extraordinary Resolution or the implementation of those modifications or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Amendment Deed, the Notice or this Extraordinary Resolution even if it is found out subsequently that there is any defect with the passing of this Extraordinary Resolution or for any reason this Extraordinary Resolution is not binding on current or subsequent Senior Noteholders or their heirs or assignees;
4. irrevocably waive any claim the Senior Noteholders may have against the Trustee or the Principal Paying Agent arising as a result of any loss or damage which the Senior Noteholders may suffer or incur as a result of the Trustee or the Principal Paying Agent acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the holders) and the Senior Noteholders further confirm that the Senior Noteholders will not seek to hold the Trustee or the Principal Paying Agent liable for any such loss or damage;
5. expressly agree and undertake to indemnify and hold harmless the Trustee and the Principal Paying Agent from and against all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by them as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Trustee or the Principal Paying Agent and against all losses, costs, charges or expenses (including legal fees) which the Trustee or the Principal Paying Agent may suffer or incur which in any case arise as a result of the Trustee and the Principal Paying Agent acting in accordance with the Extraordinary Resolution, the Trust Deed or any Transaction Document;
6. sanction and assent to every abrogation, modification, compromise or arrangement in respect of the rights of the Senior Noteholders appertaining to the Senior Notes against the Issuer, whether or not such rights arise under the Terms and Conditions, the Trust Deed or any other Transaction Documents involved in, resulting from or to be effected by the amendments referred to in paragraphs 1 and 2 of this Extraordinary Resolution and their implementation;
7. approve that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and capacity of any person to enter into the Amendment Deed or any other document necessary, desirable or expedient in connection with the modifications referred to paragraphs 1 and 2 of this Extraordinary Resolution or the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

8. waive any and all requirements, restrictions and conditions precedent set forth in the Transaction Documents on any person, in implementing the Amendment Deed, this Extraordinary Resolution and the Noteholder Proposal;
9. declare that the implementation of this Extraordinary Resolution shall be conditional on:
 - (a) the passing of this Extraordinary Resolution; and
 - (b) the passing of an extraordinary resolution as to the matters set out in paragraphs 1 and 2 of this Extraordinary Resolution in relation to the Series 1 Class A1 Asset Backed 8.369 Per Cent. Premium Yield Notes due 2058 (the **Series 1 Class A1 Notes**) and the Series 2 Class A Asset Backed Variable Rate Notes due 2058 (the **Series 2 Class A Notes**); and
10. acknowledge that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

"Consent Solicitation" means the invitation by the Issuer to all Senior Noteholders (as defined in the Consent Solicitation Memorandum) to consent to the modification of the Liquidity Facility Agreement (as defined in the Consent Solicitation Memorandum) as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

"Consent Solicitation Memorandum" means the consent solicitation memorandum dated 8 February 2023 prepared by the Issuer in relation to the Consent Solicitation;

"Noteholder Proposal" means the invitation by the Issuer to each Senior Noteholder to consent by adopting this Extraordinary Resolution, to the amendments to certain terms of the Liquidity Facility Agreement to effect the transition from LIBOR to Compounded Daily SONIA as more fully described in the Amendment Deed. Such invitation is made on the terms and subject to the conditions set out in the Consent Solicitation Memorandum;

"Proposed Amendments" means any consequential or related amendments to certain terms of the Liquidity Facility Agreement to effect the transition from LIBOR to Compounded Daily SONIA as more fully described in the Amendment Deed; and
11. agree that capitalised terms in this document where not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum (a copy of which is available for inspection as referred to in the Notice)."

In Respect of the Series 2 Class A Asset Backed Variable Rate Notes due 2058

"THAT this Meeting of the holders (together, the **Senior Noteholders**) of the Series 2 Class A Asset Backed Variable Rate Notes due 2058 (the **Senior Notes**) of Finance for Residential Social Housing plc (the **Issuer**), constituted by the trust deed dated 30 March 1998 as amended, restated, modified and/or supplemented from time to time (the **Trust Deed**) made between the Issuer and Royal Exchange Trust Company Limited (such role now being performed by Apex Corporate Trustees (UK) Limited under power of attorney) (the **Trustee**) as trustee for, *inter alios*, the Senior Noteholders HEREBY RESOLVES as an Extraordinary Resolution to:

1. assent to and approve the Noteholder Proposal and the Proposed Amendments pursuant to the Amendment Deed, as defined herein;
2. (subject to paragraph 9 of this Extraordinary Resolution) authorise, direct, request and empower:

- (a) the Issuer and the Trustee to execute an amendment deed amending the Liquidity Facility Agreement (the **Amendment Deed**) to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of the draft produced to this Meeting and for the purpose of identification signed by the chairman thereof; and
 - (b) the Issuer and the Trustee to execute and to do all such deeds, instruments, acts and things as may be necessary, desirable or expedient to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraphs 1 and 2 of this Extraordinary Resolution;
- 3. discharge, hold harmless and exonerate the Trustee and the Principal Paying Agent from all liability for which they may have become or may become responsible under the Trust Deed, the Senior Notes or any Transaction Document or any document related thereto in respect of any act or omission, including without limitation, in connection with the passing of this Extraordinary Resolution or its implementation, the modifications and documents referred to in this Extraordinary Resolution or the implementation of those modifications or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Amendment Deed, the Notice or this Extraordinary Resolution even if it is found out subsequently that there is any defect with the passing of this Extraordinary Resolution or for any reason this Extraordinary Resolution is not binding on current or subsequent Senior Noteholders or their heirs or assignees;
- 4. irrevocably waive any claim the Senior Noteholders may have against the Trustee or the Principal Paying Agent arising as a result of any loss or damage which the Senior Noteholders may suffer or incur as a result of the Trustee or the Principal Paying Agent acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the holders) and the Senior Noteholders further confirm that the Senior Noteholders will not seek to hold the Trustee or the Principal Paying Agent liable for any such loss or damage;
- 5. expressly agree and undertake to indemnify and hold harmless the Trustee and the Principal Paying Agent from and against all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by them as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Trustee or the Principal Paying Agent and against all losses, costs, charges or expenses (including legal fees) which the Trustee or the Principal Paying Agent may suffer or incur which in any case arise as a result of the Trustee and the Principal Paying Agent acting in accordance with the Extraordinary Resolution, the Trust Deed or any Transaction Document;
- 6. sanction and assent to every abrogation, modification, compromise or arrangement in respect of the rights of the Senior Noteholders appertaining to the Senior Notes against the Issuer, whether or not such rights arise under the Terms and Conditions, the Trust Deed or any other Transaction Documents involved in, resulting from or to be effected by the amendments referred to in paragraphs 1 and 2 of this Extraordinary Resolution and their implementation;
- 7. approve that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and capacity of any person to enter into the Amendment Deed or any other document necessary, desirable or expedient in connection with the modifications referred to paragraphs 1 and 2 of this Extraordinary Resolution or the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;
- 8. waive any and all requirements, restrictions and conditions precedent set forth in the Transaction Documents on any person, in implementing the Amendment Deed, this Extraordinary Resolution and the Noteholder Proposal;

9. declare that the implementation of this Extraordinary Resolution shall be conditional on:
- (a) the passing of this Extraordinary Resolution; and
 - (b) the passing of an extraordinary resolution as to the matters set out in paragraphs 1 and 2 of this Extraordinary Resolution in relation to the Series 1 Class A1 Asset Backed 8.369 Per Cent. Premium Yield Notes due 2058 (the **Series 1 Class A1 Notes**) and the Series 1 Class A2 Asset 8.569 Per Cent. Premium Yield Notes due 2058 (the **Series 2 Class A Notes**); and
10. acknowledge that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:
- "Consent Solicitation"** means the invitation by the Issuer to all Senior Noteholders (as defined in the Consent Solicitation Memorandum) to consent to the modification of the Liquidity Facility Agreement (as defined in the Consent Solicitation Memorandum) as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;
- "Consent Solicitation Memorandum"** means the consent solicitation memorandum dated 8 February 2023 prepared by the Issuer in relation to the Consent Solicitation;
- "Noteholder Proposal"** means the invitation by the Issuer to each Senior Noteholder to consent by adopting this Extraordinary Resolution, to the amendments to certain terms of the Liquidity Facility Agreement to effect the transition from LIBOR to Compounded Daily SONIA as more fully described in the Amendment Deed. Such invitation is made on the terms and subject to the conditions set out in the Consent Solicitation Memorandum;
- "Proposed Amendments"** means any consequential or related amendments to certain terms of the Liquidity Facility Agreement to effect the transition from LIBOR to Compounded Daily SONIA as more fully described in the Amendment Deed; and
11. agree that capitalised terms in this document where not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum (a copy of which is available for inspection as referred to in the Notice)."

Additional Terms of the Consent Solicitation

Each Senior Noteholder submitting an Electronic Voting Instruction in accordance with its terms shall be deemed to have agreed to indemnify the Issuer, the Tabulation Agent, the Principal Paying Agent, the Trustee and any of their respective affiliates, directors, officers, employees or agents against all and any losses, costs, fees, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the representations, warranties and/or undertakings given pursuant to, such vote by such Senior Noteholder.

If any Electronic Voting Instructions or other communication (whether electronic or otherwise) addressed to the Issuer, the Principal Paying Agent or the Tabulation Agent is communicated on behalf of a Senior Noteholder (by an attorney-in-fact, custodian, trustee, administrator, director or officer of a corporation or any other person acting in a fiduciary or representative capacity) that fact must be indicated in the relevant communication, and a power of attorney or other form of authority, in a form satisfactory to the Issuer, must be delivered to the Issuer, the Principal Paying Agent or the Tabulation Agent (as applicable) by the Expiration Deadline. Failure to submit such evidence as aforesaid may result in rejection of the acceptance. Neither the Issuer, the Principal Paying Agent or the Tabulation Agent shall have any responsibility to check the genuineness of any such power of attorney or other form of authority so delivered and may conclusively rely on, and shall be protected in acting in reliance upon, any such power of attorney or other form of authority.

All questions as to the validity, form, eligibility (including time of receipt), acceptance and revocations of Electronic Voting Instructions will be resolved by the Issuer, whose determinations will be binding.

*Senior Noteholders who have submitted and not revoked (in the limited circumstances in which revocation is permitted) a valid Electronic Voting Instruction in respect of an Extraordinary Resolution which is received by the Tabulation Agent by 10:00 a.m. (London time) (in respect of the Series 1 Class A1 Notes), 10:15 a.m. (London time) (in respect of the Series 1 Class A2 Notes) and 10:30 a.m. (London time) (in respect of the Series 2 Class A Notes), on 28 February 2023 (subject to the right of the Issuer to extend, re-open and/or terminate the Consent Solicitation, the **Expiration Deadline**), by which they will have given instructions for the appointment of one or more representatives of the Tabulation Agent by the Principal Paying Agent as their proxy to vote in favour of or against (as specified in the Electronic Voting Instruction) the Extraordinary Resolution at the relevant Meeting (or any such adjourned Meeting), need take no further action to be represented at the relevant Meeting (or any such adjourned Meeting).*

General Information

The attention of Senior Noteholders is particularly drawn to the quorum required for the Senior Noteholders Meetings and for any adjourned Meetings which is set out in "VOTING AND QUORUM" below. Having regard to such requirements, Senior Noteholders are strongly urged either to attend the relevant Meeting (via Microsoft Teams video conference) or to take steps to be represented at such Meeting, as referred to below, as soon as possible.

VOTING AND QUORUM

The provisions governing the convening and holding of the Senior Noteholders' Meetings are set out in the ninth Schedule to the Trust Deed.

For the purposes of each Senior Noteholders' Meeting, a "**Senior Noteholder**" shall mean, in the case of the Senior Notes held through Clearstream Banking, societe anonyme ("**Clearstream, Luxembourg**") and/or Euroclear Bank S.A./N.V. ("**Euroclear**"), each person who is for the time being shown in the records of Clearstream, Luxembourg and/or Euroclear as the holder of a particular principal amount of the Senior Notes and, in the case of the Senior Notes held through the Depository Trust Company ("**DTC**"), each person who is shown in the records of DTC as the holder of a particular principal amount of the Senior Notes on 8 February 2023 (the "**Record Date**"). Transferees of the Senior Notes after the Record Date will not be entitled to vote on the Extraordinary Resolution.

Quorum

Each person who is the owner of a particular nominal amount of the Senior Notes, as shown in the records of Clearstream, Luxembourg and/or Euroclear as the holder of a particular principal amount of the Senior Notes and in the case of the Senior Notes held through the DTC, each person who is on the Record Date shown in the records of DTC as the holder of a particular principal amount of the Senior Notes or their respective accountholders ("Accountholders"), (a "Beneficial Owner") should note that they are not the registered holders of the Senior Notes for the purposes of the Senior Noteholders' Meeting and will only be entitled to attend (via Microsoft Teams video conference) and vote at the Senior Noteholders' Meeting in accordance with the procedures set out below in "Procedures for Voting**". On this basis, the only Senior Noteholder currently able to vote at the Senior Noteholders' Meeting with respect to the Senior Notes represented by the Global Note Certificate will be the registered holder of the Global Note Certificate, which is Citibank, Brussels, as nominee for the common depository of Euroclear and Clearstream. However Citibank, Brussels may grant proxies to the Beneficial Owners to attend (via Microsoft Teams video conference) and vote at the Senior Noteholders' Meeting. Alternatively, Beneficial Owners who hold their interests through a clearing system and who do not wish to attend and vote (via Microsoft Teams video conference) may convey their voting instructions by contacting the relevant clearing system (or**

through the relevant Accountholder, if applicable) and arrange for votes to be cast on their behalf. See "*Procedures for Voting*" below.

The quorum required at each Senior Noteholders' Meeting is at least two or more Voters representing or holding not less than the Relevant Fraction of the aggregate Principal Amount Outstanding of the Senior Notes of the relevant Class; provided however that for so long as the Relevant Fraction of the Principal Amount outstanding of the relevant Class of Senior Notes is represented by a Global Note, a single Proxy representing the holder thereof shall be deemed to be two Voters for the purposes of forming a quorum. The Relevant Fraction for this Extraordinary Resolution is one half.

If a quorum is not present within 15 minutes from the time fixed for such Senior Noteholders' Meeting, such Senior Noteholders' Meeting will be adjourned until such date, not less than 14 nor more than 42 days later, and to such time and place as the Chairman may decide. At least 10 days' notice (exclusive of the day on which the notice is given and of the day on which the Senior Noteholders' Meeting is to be resumed) of a Senior Noteholders' Meeting adjourned through want of a quorum shall be given in the same manner as for an original Senior Noteholders' Meeting and that notice shall state the quorum required at the adjourned meeting. No notice need, however, otherwise be given of a Senior Noteholders' Meeting which has been adjourned for any other reason. The quorum required at any such adjourned meeting will be at least two or more Voters whatever the proportion of the Senior Notes which they represent provided however that for so long as the Relevant Fraction of the Principal Amount Outstanding of the relevant Class of Senior Notes is represented by a Global Note, a single Proxy representing the holder thereof shall be deemed to be two Voters for the purposes of forming a quorum. If a quorum is not present within 15 minutes from the time fixed for a meeting so adjourned, the meeting shall be dissolved.

Procedure for Voting

The holder of a Bearer Note may obtain a Voting Certificate from the Principal Paying Agent or require the Principal Paying Agent to issue a Block Voting Instruction by depositing such Note with the Principal Paying Agent not later than 48 hours before the time fixed for the relevant Senior Noteholders' Meeting. A Voting Certificate, Block Voting Instruction or a Proxy authorised in such Block Voting Instruction shall be valid until (in the case of a Voting Certificate) the earliest of (i) the conclusion of the relevant Senior Noteholders' Meeting; and (ii) the surrender of such Voting Certificate to the Principal Paying Agent and (in the case of a Block Voting Instruction and a Proxy authorised thereunder) the earlier of (i) the conclusion of the relevant Senior Noteholders' Meeting and (ii) the surrender to such Paying Agent, not less than 48 hours before the time fixed for the relevant Senior Noteholders' Meeting (or if the relevant Senior Noteholders' Meeting has been adjourned, the time fixed for its resumption), of the receipt for the deposited Senior Notes and notification thereof by the Principal Paying Agent to the Issuer and the Trustee of the deposited Senior Notes to which it relates. So long as a Voting Certificate or Block Voting Instruction is valid, the bearer thereof (in the case of a Voting Certificate) or any Proxy named therein (in the case of a Block Voting Instruction) shall be deemed to be the holder of the Senior Notes to which it relates for all purposes in connection with the relevant Senior Noteholders' Meeting. A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Note.

A holder of a Registered Definitive Note may by an instrument in writing in the form for the time being available from the specified office of the Registrar in the English language signed by the holder (or, in the case of joint holders, the first named) or its duly appointed attorney or, in the case of a corporation, executed under its seal or signed on its behalf by its duly appointed attorney or a duly authorised officer of the corporation and delivered to the Registrar not later than 48 hours prior to the time for which such meeting or adjourned meeting is convened, appoint any person to attend (via Microsoft Teams video conference) and act on his or its behalf in connection with any meeting or proposed Senior Noteholders' meeting.

Any holder of a Registered Definitive Note which is a corporation may by resolution of its directors or other governing body and the delivery of an executed or certified copy of such resolution (or, if such resolution is

not in English, a certified English translation thereof) to the Registrar not later than 48 hours prior to the time for which such meeting or adjourned meeting is convened, authorise any person to act as its representative in connection with the relevant Senior Noteholders' Meeting.

Only Voters, representatives of the Issuer and the Trustee, the financial advisers of the Issuer and the Trustee and the legal counsel to the Issuer, the Trustee and such advisers may attend (via Microsoft Teams video conference) and speak at the relevant Senior Noteholders' Meeting.

Every question submitted to the relevant Senior Noteholders' Meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded before or at the time that the result is declared, the Chairman's declaration that on a show of hands a resolution has been passed, passed (or not passed) by a particular majority or rejected shall be conclusive, without proof of the number of votes cast for, or against, the relevant Extraordinary Resolution.

A demand for a poll shall be valid if it is made by the Chairman, the Issuer, the Trustee or one or more Voters representing or holding not less than one fiftieth of the aggregate Principal Amount Outstanding of the Senior Notes of the relevant class. The poll may be taken immediately or after such adjournment as the Chairman directs. A valid demand for a poll shall not prevent the continuation of the relevant Senior Noteholders' Meeting for any other business.

On a show of hands every Voter has one vote. On a poll every person who is present has one vote for each £100,000 of Registered Definitive Notes of the relevant Class of which he is a holder or in respect of which he is a proxy or representative or in respect of each Unit of Bearer Notes of the relevant Class so produced or represented by the voting certificate so produced or in respect of which he is a proxy. The holder of a Global Note shall be treated as having one vote for each £100,000 principal amount of Senior Notes represented by such Global Note. Without prejudice to the obligations of proxies, a person entitled to more than one vote need not use them all or cast them all in the same way.

In case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to any other votes which he may have.

To be passed at each Senior Noteholders' Meeting, the Extraordinary Resolution requires a majority of at least 75 per cent of the votes cast.

If passed at each Senior Noteholders' Meeting, the Extraordinary Resolution will be binding on all the Senior Noteholders of the relevant Class, whether or not present at the relevant Senior Noteholders' Meeting and whether or not voting, and upon all Couponholders.

Any Extraordinary Resolution passed by the Senior Noteholders at a Senior Noteholders' Meeting shall also be binding on the Mezzanine Noteholders and the Series 3 Noteholders.

Documents Available for Inspection

Copies of items (a) to (b) below (together, the **Noteholder Information**) will be available from the date of this Notice, for inspection from the Tabulation Agent and on the following website: <https://sites.dfkingltd.com/FRESH> up to and including the date of each Meeting and at such Meeting:

- (a) the Consent Solicitation Memorandum; and
- (b) the agreed form of the Amendment Deed, as referred to in the Extraordinary Resolutions set out above.

This Notice should be read in conjunction with the Noteholder Information.

The Noteholder Information may be supplemented from time to time.

Contact Information

Further information relating to the Noteholder Proposal can be obtained from the Issuer or the Tabulation Agent directly:

The Issuer

Finance for Residential Social Housing plc

Bastion House
6th Floor, 140 London Wall
London
EC2Y 5DN
England

Attention: The Directors
Tel: +44 (0)20 3370 2118

Email: chris.burgess@apexfs.com

The addresses and contact information of the Principal Paying Agent and the Tabulation Agent are set out below

The Tabulation Agent

D.F King Ltd

Attention: Michael Horthman
Bank and Brokers Call Toll Free: (212) 269-5550
Website: <https://sites.dfkingltd.com/FRESH>
Email: fresh@dfkingltd.com

Principal Paying Agent

Citibank N.A., London Branch
Citigroup Centre
Canada Square
Canary Wharf
London, E14 5LB

Attention: Kris Chung

Tel: +44 (0)20 7500 2017

Email: kris.chung@citi.com

Senior Noteholders whose Senior Notes are held by Euroclear or Clearstream, Luxembourg should contact the Tabulation Agent at the address details above for further information on how to vote at the Meeting.

This Notice is given by:

FINANCE FOR RESIDENTIAL SOCIAL HOUSING PLC

Dated 8 February 2023

Annex A

Modifications to the Liquidity Facility Agreement in Relation to Compounded Daily SONIA

1. The definition of "Margin" shall be deleted in its entirety and replaced with the following:

""**Margin**" means 1.0 per cent. per annum plus the Spread Adjustment;"

2. The definition of "**Offered Rate**" shall be deleted in its entirety.

3. An additional definition shall be added to Clause 1.1 of the Liquidity Facility Agreement after the definition of "**Business Day**" as follows:

""**Compounded Rate Interest Payment**" means the aggregate amount of interest that:

(a) is, or is scheduled to become, payable under this Agreement; and

(b) relates to a Drawing;"

4. An additional definition shall be added to Clause 1.1 of the Liquidity Facility Agreement after the additional definition of "**Compounded Rate Interest Payment**" as follows:

""**Cost of Funds**" means, in relation to a Liquidity Facility Provider's participation in a Drawing is a reference to the cost (determined on an actual or notional basis) which that Liquidity Facility Provider would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in that Drawing for a period equal in length to the Drawing Period of that Drawing;"

5. An additional definition shall be added to Clause 1.1 of the Liquidity Facility Agreement after the definition of "**FRESH Loans**" as follows:

""**Funding Rate**" means any individual rate notified by the Liquidity Facility Provider to the Issuer pursuant to paragraph (a)(ii) of Clause 6.5;"

6. An additional definition shall be added to Clause 1.1 of the Liquidity Facility Agreement after the additional definition of "**Funding Rate**" as follows:

""**Increased Costs Claim**" means the increased costs claim delivered by the Liquidity Facility Provider to the Issuer on 18 December 2020, with an effective date of 1 January 2020;"

7. An additional definition shall be added to Clause 1.1 of the Liquidity Facility Agreement after the amended definition of "**Margin**" as follows:

""**Market Disruption Rate**" means the percentage rate per annum which is Compounded Daily SONIA for the Interest Period of the relevant Drawing;"

8. Additional definitions shall be added to Clause 1.1 of the Liquidity Facility Agreement after the definition of "**Potential Event of Default**" as follows:

""**Reporting Day**" means the fifth London Banking Day prior to the last day of the Interest Period or, if that day is not a Business Day, the immediately following Business Day;"

"**Reporting Time**" means close of business in London on the Reporting Date for the relevant Drawing;"

9. An additional definition shall be added to Clause 1.1 of the Liquidity Facility Agreement after the definition of "**Secured Obligations**" as follows:

""**Spread Adjustment**" means 0.2766 per cent. per annum;".

10. Clause 1.5 (*Screen Rates*) shall be deleted in its entirety.
11. Clause 6 (*Interest*) of the Liquidity Facility Agreement shall be deleted in its entirety and replaced with the following:

6.1 Interest Rate The rate of interest payable on each Drawing or any part thereof for each Interest Period in respect of which that Drawing or any part thereof remains outstanding shall be the rate per annum determined by the Liquidity Facility Provider to be the aggregate of (i) the Margin, (ii) the daily rate of interest equal to Compounded Daily SONIA during the Interest Period and (iii) the Additional Percentage.

6.2 Payment of Loan Interest Interest under Clause 6.1 shall accrue daily on the relevant Drawing and shall be calculated on the basis of actual days elapsed and a year of 365 days (or 366 if a leap year) and shall, subject to Clause 12, be payable by the Issuer to the Liquidity Facility Provider in arrear on the last day of each Interest Period in respect of which that Drawing remains outstanding.

6.3 For the purposes of this Clause 6 (*Interest*) of this Agreement only, "Compounded Daily SONIA" means 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 Liquidity Facility Provider on the Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

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

where:

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

"**d_o**" is the number of London Banking Days in the relevant Interest Period;

"**i**" means, in relation to any Interest Period, a series of whole numbers from one to **d_o**, each representing the relevant London Banking Day in chronological order from (and including) the first London Banking Day in such Interest Period to (and including) the last London Banking Day in such Interest Period;

"**London Banking Day**" or "**LBD**" means any day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**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 the period from and including the date falling *p* London Banking Days prior to the first day of the relevant Interest Period and ending on, but excluding, the date falling *p* London Banking Days prior to the Payment Date for such Interest Period (or the date falling *p* London Banking Days prior to such earlier date, if any, on which the Drawing becomes due and payable);

"*p*" means, for any Interest Period, 5 London Banking Days, being the number of London Banking Days included in the Observation Period;

"**Relevant Screen Page**" means the Bloomberg Screen SONIA Page (or any replacement thereto);

the "**SONIA Reference Rate**", in respect of any London Banking Day, is 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 Business Day in the relevant Observation Period, the Liquidity Facility Provider determines that the SONIA Reference Rate is not available on the 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 base rate (the "**Bank Rate**") prevailing at close of business on the relevant Business 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;

notwithstanding the paragraph above, if the Bank of England publishes guidance as to (i) how the SONIA Reference Rate is to be determined or (ii) any rate that is to replace the SONIA Reference Rate, the Liquidity Facility Provider shall, subject to receiving written instructions from the Issuer and to the extent that it is reasonably practicable to do so in the opinion of the Liquidity Facility Provider, follow such guidance in order to determine the SONIA Reference Rate for the purpose of this Agreement for so long as the SONIA Reference Rate is not available or has not been published by the authorised distributors. To the extent that any amendments or modifications to this Agreement are required in order for the Liquidity Facility Provider to follow such guidance in order to determine the SONIA Reference Rate, the Liquidity Facility Provider shall have no obligation to act until such amendments or modifications have been made in accordance with this Agreement;

"**SONIA_{i-pLBD}**" means, in respect of any London Banking Day falling in the relevant Interest Period, the SONIA Reference Rate for the London Banking Day falling *p* London Banking Days prior to the relevant London Banking Day *i*;

6.4 If before the Reporting Time for a Drawing the Issuer receives notification from the Liquidity Facility Provider that its Cost of Funds relating to its participation in the Drawing would be in excess of Market Disruption Rate, then Clause 6.5 shall apply to that Drawing for the relevant Interest Period.

6.5

- (a) If this Clause 6.5 applies to a Drawing for an Interest Period, Clauses 6.1 to 6.3 shall not apply to that Drawing for that Interest Period and the rate of interest on that Drawing for that Interest Period shall be the percentage rate per annum which is the sum of:
- (i) the Margin;
 - (ii) the rate notified to the Issuer by the Liquidity Facility Provider as soon as practicable and in any event by the Reporting Time for that Drawing, to be that which expresses as a percentage rate per annum its Cost of Funds relating to its participation in that Drawing; and

- (iii) the Additional Percentage applicable thereto.
- (b) If this Clause 6.5 applies and the Issuer so requires, the Issuer and the Liquidity Facility Provider shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.
 - (c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of the Issuer and the Liquidity Facility Provider, be binding on all Parties.
 - (d) If this Clause 6.5 applies pursuant to Clause 6.4 and:
 - (i) the Liquidity Facility Provider's Funding Rate is less than the Market Disruption Rate; or
 - (ii) the Liquidity Facility Provider does not notify a rate to the Issuer by the Reporting Time,

the Liquidity Facility Provider's Cost of Funds relating to its participation in that Drawing for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be the Market Disruption Rate for that Drawing.

6.6 The Liquidity Facility Provider shall promptly upon a Compounded Rate Interest Payment being determinable notify:

- (i) the Issuer of that Compounded Rate Interest Payment; and
- (ii) the Issuer of:
 - (A) each applicable rate of interest relating to the determination of that Compounded Rate Interest Payment; and
 - (B) to the extent it is then determinable, the Market Disruption Rate (if any) relating to the relevant Drawing.

This Clause 6.6 shall not apply to any Compounded Rate Interest Payment determined pursuant to Clause 6.5."

12. Clause 11.1 (*Payments*)(*by FRESH*) shall be amended as follows:

(a) The deletion of the words:

"account no. 0002727 at Lloyds Bank Plc, Faryners House, London, Sort Code 30-15-57"

(b) their replacement with the following:

"account no. 01040031 at Lloyds Bank Plc, 25 Gresham Street, London, EC2V 7HN, Sort Code 30-96-34"

13. With the exception of Clause 11.1 (*Payments*) (*by FRESH*), all other references to "Lloyds Bank Plc" shall be deleted in their entirety and replaced with "Lloyds Bank Corporate Markets Plc".

14. Clause 11.2 (*Payments*)(*by the Liquidity Facility Provider*) shall be amended as follows:

(a) the deletion of the words:

"account no. 95494375 at National Westminster Bank Plc, 15 Bishopsgate, London. Sort Code 50-00-00"

(b) their replacement with the following:

"account no. 95494375 at National Westminster Bank Plc, 250 Bishopsgate, London, England, EC2M 4AA. Sort Code 50-00-00"

15. Clause 11.5(a) (*Payments*)(*Default Interest*) shall be deleted in its entirety and replaced with the following:

"11.5 (a) If the Issuer fails to pay any amounts due in accordance with this Agreement, the Issuer shall pay interest in sterling on that amount from the time of default up to the time of actual payment (after as well as before judgment) at the rate per annum determined by the Liquidity Facility Provider to be the aggregate of (i) the Margin plus one per cent., (ii) Compounded Daily SONIA for a period determined by the Liquidity Facility Provider in its absolute discretion and (iii) if applicable, the Additional Percentage."

16. An additional new Clause 14.4 shall be added to Clause 14 (*Expenses and Fees*), as follows:

"For the avoidance of doubt, the Issuer acknowledges that the Increased Costs Claim shall continue to apply to this Agreement notwithstanding any amendment or amendment and/or restatement to this Agreement, and that any increased costs previously communicated by the Liquidity Facility Provider to the Issuer pursuant to the Increased Costs Claim shall continue to be payable by the Issuer in the manner and in the amounts set out in the Increased Costs Claim. This shall be without prejudice to any further claims which the Liquidity Facility Provider may be entitled to make pursuant to this Clause 14 (*Expenses and Fees*)."

Clause 17.4 (*Notices*) shall be deleted in its entirety and replaced with the following:

17. "17.4 *Notices* Any notices given pursuant to this Agreement to any of the Parties shall be sufficiently served if delivered by hand or sent by pre-paid post or by email and shall be deemed to be given upon receipt and shall be delivered or sent:

- (a) in the case of the Issuer, to Bastion House, 6th Floor, 140 London Wall, London EC2Y 5DN (attention: The Directors; email: spvservices@apexfs.com);
- (b) in the case of the Liquidity Facility Provider, to Lloyds Bank Corporate Markets plc, 25 Gresham Street, London EC2V 7HN (attention: Alan McIntyre/Gordon Rate; email: alan.mcintyre@lloydsbanking.com; gordon.rate@lloydsbanking.com);
- (c) in the case of the Trustee, to Bastion House, 6th Floor, 140 London Wall, London EC2Y 5DN (attention: The Manager, Corporate Trusts, email: corporatetrusts@apexfs.com).

18. Paragraph 1(D) of Schedule 3 (*Additional Percentage*) shall be deleted in its entirety and replaced with the following:

"is the interest rate expressed as a percentage rate per annum of Compounded Daily SONIA payable for the relevant Interest Period."

19. All references to "10 Gresham Street, London, EC2V 7AE" shall be deleted in their entirety and replaced with "25 Gresham Street, London, EC2V 7HN" as the current registered address for the Liquidity Facility Provider.

20. All references to "155 Bishopsgate, London EC2M 3TG" shall be deleted in their entirety and replaced with "Bastion House 6th Floor, 140 London Wall, London EC2Y 5DN" as the current registered address for the Trustee.
21. All references to "200 Aldersgate Street, London EC1A 4JJ" shall be deleted in their entirety and replaced with "Bastion House 6th Floor, 140 London Wall, London EC2Y 5DN" as the current registered address for the Issuer.

Annex B

Form of Sub-Proxy

This Form of Proxy is for use by those DTC Participants with the book-entry interests representing certain of the Series [•] Class [•] Asset Backed Notes due 2058 (the "**Senior Notes**") of Finance for Residential Social Housing plc (such book-entry interests having the CUSIP number [•], the "**Book-Entry Interests**") credited to their DTC account.

A meeting (the "**Meeting**") of the holders of the Senior Notes is to be held at [•] am (London time) on 2 March 2023 at Fieldfisher LLP, Riverbank House, 2 Swan Lane, London EC4R 3TT, United Kingdom. DTC Participants may, by completing this Form of Sub-Proxy, appoint a proxy to attend and vote at the Meeting and any adjournment thereof, access to which for holders that wish to attend virtually or appoint a proxy will be granted only via a Microsoft Teams conference meeting ID, to be provided by Fieldfisher LLP upon request.

We certify that we are a DTC Participant with the specified Book-Entry Interests credited to our DTC account.

We hereby appoint:

Name: [an employee of the
Tabulation Agent]

Institution: [D.F King Ltd, as
Tabulation Agent]

Passport No/Driving Licence
No/ID No:¹

Aggregate

nominal amount in £:

as our proxy to cast the votes attributed to the Senior Notes represented by such Book-Entry Interests.

I/We direct my/our proxy to vote

IN FAVOUR OF / AGAINST the Resolution

Dated: _____ 2023 Signed by

For and on behalf of:

DTC Participant Name:

DTC Participant Number:

DTC Participant Medallion Guarantee Stamp:

¹ Complete if appointing a person to attend and vote at the meeting who is a person other than an employee of the Tabulation Agent

NOTES:

1. Please delete as appropriate. If this form of proxy is signed and returned without any indication as to how the proxy shall vote the proxy will exercise his or her discretion both as to how he or she votes and as to whether or not he or she abstains from voting.
2. In the case of a corporation, this form of proxy must be executed either under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.
3. To be valid, this form of proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy of such power or authority must be delivered by email to fresh@dfkingltd.com not less than 48 hours before the time appointed for holding the Meeting.
4. Any alterations in this form of proxy should be initialled by the person who signs it.
5. Only Senior Noteholders, proxies and authorised representatives of corporations which are Senior Noteholders are entitled to attend the Meeting.
6. Any queries with regards to the voting procedure can be emailed to fresh@dfkingltd.com.