

Dated 7 October 2021

**YORKSHIRE HOUSING FINANCE PLC
PRUDENTIAL TRUSTEE COMPANY LIMITED**

**SUPPLEMENTAL ISSUER SECURITY DEED
in respect of the
4.125 per cent. Secured Bonds due 2044**

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This Deed is made on 7 October 2021

Between

- (1) **Yorkshire Housing Finance plc**, a public limited company incorporated under the laws of England and Wales and having its registered office at Dysons Chambers, 12-14 Briggate, Leeds LS1 6ER (with registered number 9227343) (the **Issuer**); and
- (2) **Prudential Trustee Company Limited**, a private limited company incorporated under the laws of England and Wales and having its registered office at 10 Fenchurch Avenue, London EC3M 5AG (with registered number 1863305) (the **Bond Trustee**).

Whereas

- (A) On 31 October 2014, the Issuer issued its £200,000,000 4.125 per cent. Secured Bonds due 2044 (the **Original Bonds**).
- (B) The Original Bonds were issued with the benefit, *inter alia*, of security created pursuant to the terms of an issuer security deed dated 31 October 2014 between the Issuer and the Bond Trustee (the **Original Issuer Security Deed**).
- (C) The Issuer has agreed to issue a further £200,000,000 in aggregate principal amount of 4.125 per cent. Secured Bonds due 2044 (the **New Bonds**) on or around 7 October 2021 (the **New Bond Closing Date**) to be consolidated and form a single series with the Original Bonds.
- (D) This Deed is supplemental to, and shall be read in conjunction with, the Original Issuer Security Deed.

It is agreed as follows:

1 Definitions

Words and expressions defined in (or for the purposes of) the Original Issuer Security Deed and not otherwise defined in this Deed shall have the same meanings when used in this Deed.

2 Interpretation of the Original Issuer Security Deed

- 2.1 Subject as provided in this Deed, the provisions of the Original Issuer Security Deed shall be amended from the date hereof so that the reference to the Master Definitions Schedule set out in Schedule 1 to the Incorporated Terms Memorandum in Clause 1 (*Definitions*) of the Original Issuer Security Deed shall be read and construed as the Master Definitions Schedule as amended pursuant to the Supplement to the Incorporated Terms Memorandum signed for identification by, *inter alios*, the Issuer and the Bond Trustee on or about the date of this Deed.
- 2.2 The Original Issuer Security Deed shall be read, *mutatis mutandis*, as one with this Deed so that all references therein to **this Deed** shall be deemed to refer also to this Deed and the parties thereto shall in their respective capacities have the same rights and duties applicable to them in relation to the New Bonds as are specified as being applicable to them in the Original Issuer Security Deed in relation to the Original Bonds.

3 Security

3.1 On the date of this Deed, the Issuer hereby confirms that:

- (a) any security interest created by it under Clause 4 (*Creation of Security*) of the Original Issuer Security Deed extends to its obligations under the Original Issuer Security Deed as supplemented by this Deed, subject to any limitations set out in the Original Issuer Security Deed;
- (b) the obligations of the Issuer arising from the Original Issuer Security Deed as supplemented by this Deed are included in the Secured Amounts, subject to any limitations set out in the Original Issuer Security Deed; and
- (c) the security interest created by it under the Original Issuer Security Deed continues in full force and effect on the terms of the Original Issuer Security Deed as supplemented by this Deed.

3.2 No part of this Deed will create, creates or is intended to create, a registrable security interest.

4 Counterparts

This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party may enter into this Deed by executing a counterpart.

5 Governing Law

The provisions of this Deed, and any non-contractual obligations or matters arising from or connected with it, are governed by, and shall be construed in accordance with, English law.

6 General

6.1 The Issuer Security Deed shall henceforth be read and construed in conjunction with this Deed as one document.

6.2 A memorandum of this Deed shall be endorsed by the Bond Trustee on the Original Issuer Security Deed and by the Issuer on its duplicate thereof.

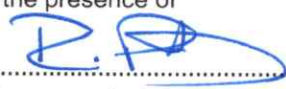
7 Counterparts

This Deed may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any party to this Deed may enter into the same by executing and delivering a counterpart.

IN WITNESS whereof this Deed has been executed as a deed by the Issuer and the Bond Trustee and delivered on the date first stated on page 1.

SIGNATORIES

EXECUTED as a DEED by)
YORKSHIRE HOUSING FINANCE PLC)
acting by a director)
acting under the authority of that company)
in the presence of)



.....
Signature of witness

Name ROBERT PARKES

Address DYSONS CHAMBERS, 12-14 BRIGGATE, LEEDS, LS1 6ER

Occupation ACCOUNTANT

EXECUTED as a DEED by)
affixing THE COMMON SEAL of)
PRUDENTIAL TRUSTEE COMPANY LIMITED)
in the presence of)

Sealing Officer

SIGNATORIES

EXECUTED as a DEED by)
YORKSHIRE HOUSING FINANCE PLC)
acting by a director)
acting under the authority of that company)
in the presence of)

.....
Signature of witness

Name

Address

Occupation

EXECUTED as a DEED by)
affixing **THE COMMON SEAL** of)
PRUDENTIAL TRUSTEE COMPANY LIMITED)
in the presence of)

Sealing Officer



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