



EXECUTION VERSION

To: Finance Ireland RMBS No. 6 Designated Activity Company
1-2 Victoria Buildings
Haddington Road
Dublin 4
D04 XN32
Ireland

Attn: The Directors

Telephone: [REDACTED]

Email: [REDACTED]

From: BofA Securities Europe S.A.

Department: [REDACTED]

Date: 22 September 2023

Our Reference No: [REDACTED]

Internal Tracking No: [REDACTED]

USI: [REDACTED]

UTI: [REDACTED]

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Dear Sir/Madam,

The purpose of this letter agreement is to confirm the terms and conditions of the Transaction entered into between Finance Ireland RMBS No. 6 Designated Activity Company and BofA Securities Europe S.A. (each a "**Party**" and together the "**Parties**") on the Trade Date specified below (the "**Transaction**"). This letter agreement constitutes a "**Confirmation**" as referred to in the ISDA Master Agreement specified below (the "**Agreement**").

The definitions and provisions contained in (a) the 2006 ISDA Definitions (the "**Definitions**") and (b) the ISDA Benchmarks Supplement (the "**Benchmarks Supplement**"), in each case as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern. In the event of any inconsistency between (i) the Definitions and the Benchmarks Supplement, the Benchmarks Supplement shall govern and (ii) the Benchmarks Supplement and this Confirmation, this Confirmation shall govern.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of 18 September 2023, between the Parties. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

In this Confirmation "**Party A**" means BofA Securities Europe S.A. and "**Party B**" means Finance Ireland RMBS No. 6 Designated Activity Company.

1. **GENERAL TERMS**

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

- Notional Amount: An amount determined in respect of each Calculation Period as follows:
- (a) if such Calculation Period commences during the period from (and including) the Effective Date to (but excluding) the Swap Initial Adjustment Date, the amount specified for such period as of the Effective Date (being the "**Initial Notional Amount**" of such period), as set out in the schedule in Annex A to this Confirmation; and
 - (b) if such Calculation Period commences on (or after) the Swap Initial Adjustment Date, the Initial Notional Amount for such period as may be adjusted from time to time in accordance with the process described in paragraph 2 (*Swap Adjustment Process*) below, and set out in the revised notional amount schedule most recently prepared by Party A pursuant to paragraph 2(c)(iii) as a deemed replacement for the schedule in Annex A to this Confirmation.

For the avoidance of doubt, no adjustment to the Notional Amount of any Calculation Period as described above will result in such Notional Amount, following the adjustment, being less than it was prior to the adjustment.

Trade Date: 20 September 2023.

Effective Date: 22 September 2023.

Termination Date: Prior to the Swap Initial Adjustment Date, 25 September 2028, subject to adjustment in accordance with the Modified Following Business Day Convention.

On and following the Fixed Amount Payer Payment Date immediately following a Swap Determination Date to which a Swap Adjustment Trigger applies, the date determined in accordance with the process described in paragraph 2(c)(iv) (*Swap Adjustment Process*) below), subject to adjustment in accordance with the Modified Following Business Day Convention.

Fixed Amounts:

Fixed Amount Payer: Party B.

Fixed Amount Payer Payment Dates: The 24th day of each of March, June, September and December in each year, commencing in December 2023 and ending on the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Fixed Rate: In respect of each Calculation Period commencing during the period from (and including) the Effective Date to (but excluding) the Swap Initial Adjustment Date, the Initial Fixed Rate.

In respect of each Calculation Period commencing on (or after) the Fixed Amount Payer Payment Date immediately following a Swap Determination Date to which a Swap Adjustment Trigger applies, the Blended Fixed Rate calculated on such Swap Determination Date.

Fixed Amount Day Count Actual/360
Fraction:

Floating Amounts:

Floating Amount Payer: Party A.

Floating Amount Payer Payment Dates: The 24th day of each of March, June, September and December in each year, commencing in December 2023 and ending on the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Floating Rate for initial Floating Amount Payer Calculation Period: [REDACTED] per cent. per annum.

Floating Rate Option: EUR-EURIBOR-REUTERS provided that the Floating Rate Option shall be subject to (a) a minimum of minus [REDACTED] per cent. per annum. for each Floating Amount Payer Payment Date on or prior to the Step-Up Date, and (b) a minimum of minus [REDACTED] per cent. per annum. for each Floating Amount Payer Payment Date after the Step-Up Date.

For the purpose of the above, the definition of "**EUR-EURIBOR-REUTERS**" in Section 7.1(f)(i) of the Definitions shall be amended by replacing the words "TARGET Settlement Days" with the words "Business Days" on the third and fourth lines thereof.

Designated Maturity: Three months provided that Linear Interpolation pursuant to Section 8.3 of the 2006 ISDA Definitions shall apply in respect of the initial Floating Amount Payer Calculation Period (interpolating between the rates for Designated Maturities of three months and six months).

Spread: None.

Floating Amount Day Count Actual/360
Fraction:

Reset Dates: First day of each Calculation Period.

Business Days: London, Dublin and TARGET Settlement Day.

Calculation Agent: Party A.

Recording of Conversations:

Each party to this Transaction acknowledges and agrees to the recording of conversations between trading and marketing personnel of the parties to this Transaction whether by one or other or both of the parties or their agents.

2. SWAP ADJUSTMENT PROCESS

On each Swap Determination Date, Party A and Party B will determine what, if any, adjustment to the Notional Amount or the Fixed Rate of this Transaction will apply from the Calculation Period commencing on the immediately following Fixed Amount Payer Payment Date, in accordance with the following provisions:

- (a) Party A and Party B will calculate the Swap Shortfall Amount for the Calculation Period that commences on the immediately following Fixed Amount Payer Payment Date, and for every following Calculation Period.
- (b) Having performed the calculations in (a) above, Party A and Party B will either:
 - (i) confirm that a Swap Adjustment Trigger applies to such Swap Determination Date and, if so, this Transaction will be adjusted as specified in (c) below, with effect from the Calculation Period that commences on the immediately following Fixed Amount Payer Payment Date; or
 - (ii) otherwise, confirm that a Swap Adjustment Trigger does not apply to such Swap Determination Date, and if so, no adjustment to this Transaction will occur in respect of that Swap Determination Date.
- (c) If a Swap Adjustment Trigger applies to the relevant Swap Determination Date:
 - (i) for each Calculation Period that has a Swap Shortfall Amount greater than zero, the Notional Amount of that Calculation Period will be increased by that Swap Shortfall Amount;
 - (ii) for each Calculation Period that has a Swap Shortfall Amount equal to zero, the Notional Amount of that Calculation Period will remain the same;
 - (iii) Party A and Party B will calculate the Blended Fixed Rate in respect of such Swap Determination Date, which will apply for the purpose of determining the Fixed Rate from the Calculation Period that commences on the immediately following Fixed Amount Payer Payment Date;
 - (iv) Party A will prepare a revised schedule setting out the Notional Amount, adjusted where applicable, for every Calculation Period during the Term of the Transaction, and shall provide the revised schedule to Party B, which schedule will be deemed to replace the one in Annex A to this Confirmation with effect from the Fixed Amount Payer Payment Date immediately following the relevant Swap Determination Date; and
 - (v) on and after the Fixed Amount Payer Payment Date immediately following the relevant Swap Determination Date, the Termination Date of the Transaction will be adjusted to be the Calculation Period End Date for the final Calculation Period specified in the revised schedule prepared pursuant to (iv) above, subject to adjustment in accordance with the Modified Following Business Day Convention.

3. DEFINITIONS

The following definitions apply for the purpose of this Confirmation:

"Additional Fixed Rate" means, in respect of any Swap Determination Date to which a Swap Adjustment Trigger applies, the sum of (a) the Reference Fixed Rate for the adjustment to the Notional Amount of this Transaction, as determined on the relevant Swap Determination Date, and (b) the Adjustment Charge.

"Adjustment Charge" means [REDACTED] per cent. per annum.

"Aggregate Fixed Rate Loan Principal Amount" means, as at any Swap Determination Date:

- (a) in respect of the Calculation Period commencing on the Fixed Amount Payer Payment Date immediately following such Swap Determination Date, the aggregate principal balance outstanding of the Fixed Rate Loans within the Portfolio (including any loans in respect of which a Product Switch or Further Advance has been effected during the immediately preceding Collection Period) as at the last calendar day of the immediately preceding Collection Period; and
- (b) in respect of each Calculation Period following the period in (a) above, the estimate of the aggregate principal balance outstanding of the Fixed Rate Loans within the Portfolio (including any loans in respect of which a Product Switch or Further Advance) for such future Swap Calculation Period, assuming a constant prepayment rate of zero.

"Blended Fixed Rate" means, in respect of any Swap Determination Date to which a Swap Adjustment Trigger applies, the rate determined by Party A and Party B as the average, weighted by their respective PV01 values, of (a) the Fixed Rate applicable to this Transaction on such date and (b) the Additional Fixed Rate for the adjustment to the Notional Amount under this Transaction, as determined on such date, where the PV01 value for each of (a) and (b) will be calculated in respect of the Calculation Period commencing on the Fixed Amount Payer Payment Date immediately following such Swap Determination Date.

"Initial Fixed Rate" means [REDACTED] per cent. per annum.

"Reference Fixed Rate" means, in respect of an adjustment to the Notional Amount under this Transaction determined on a Swap Determination Date, the mid-market rate for a reference swap for which the notional amount of such reference swap has a profile that matches the increases in the Notional Amount of this Transaction as adjusted on that date, and for which the benchmark for the floating leg of the reference swap is three month EURIBOR (as determined in accordance with the 2006 ISDA Definitions), and being subject to a floor of minus [REDACTED]% until the Step-Up Date and minus [REDACTED]% thereafter.

A **"Swap Adjustment Trigger"** will apply to a Swap Determination Date if the following conditions are met:

- (a) Party A and Party B have determined on that Swap Determination Date that at least one Calculation Period has a Swap Shortfall Amount that is greater than or equal to the Swap Shortfall Amount Threshold; and
- (b) Party A has determined, in a commercially reasonable manner, that there is no disruption of the market for interest rate swaps on that Swap Determination Date that would have the effect of (i) preventing market participants from establishing the price of a new interest rate swap on that date, or (ii) causing the pricing of new interest rate swaps on that date to be unreliable or volatile.

"Swap Determination Date" means, in respect of each Fixed Amount Payer Payment Date falling on or prior to the Step-Up Date, the date (which shall be agreed by Party A and Party B, being a date no earlier than the Quarterly Servicer Reporting Date immediately preceding the relevant Fixed Amount Payer Payment Date and no later than the day falling three (3) Business Days prior to such Fixed Amount Payer Payment Date) on which Party A and Party B determine the adjustment, if any, to the Notional Amount and the Fixed Rate of this Transaction in accordance with the process in paragraph 2 (*Swap Adjustment Process*) above.

"Swap Initial Adjustment Date" means the Fixed Amount Payer Payment Date immediately following the first Swap Determination Date on which a Swap Adjustment Trigger applies.

"Swap Shortfall Amount" means, in respect of a Calculation Period, an amount determined on a Swap Determination Date for such period that is equal to the difference between:

- (a) the Aggregate Fixed Rate Loan Principal Amount for such Calculation Period; and
 - (b) the Notional Amount for such Calculation Period,
- subject to a minimum of zero.

"Swap Shortfall Amount Threshold" means 

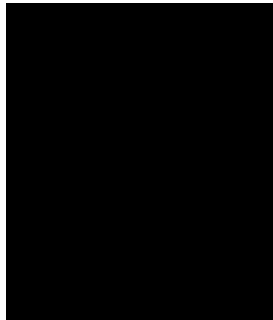
4. **ACCOUNT DETAILS**

As advised under separate cover with reference to this Confirmation, each party shall provide appropriate payment instructions to the other party in writing and such instructions shall be deemed to be incorporated into this Confirmation.

Offices:

The Office of Party A for this Transaction is:

The Office of Party B for this Transaction is:



Time of Dealing:

The time of dealing will be confirmed by Party A upon written request.

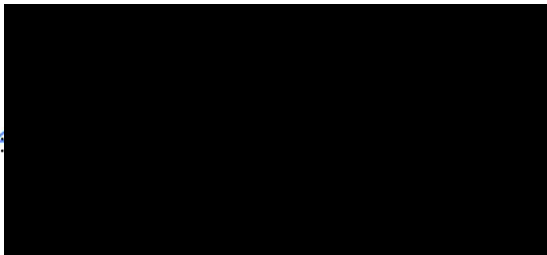
Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by returning an executed copy of this Confirmation.

Finance Ireland RMBS No. 6 Designated Activity Company

By:

Name:

Title:



Accepted and confirmed as of the date first written:

BofA Securities Europe S.A.

By:

Name:

Title:

- (a) the Aggregate Fixed Rate Loan Principal Amount for such Calculation Period; and
 - (b) the Notional Amount for such Calculation Period,
- subject to a minimum of zero.

"Swap Shortfall Amount Threshold" means 

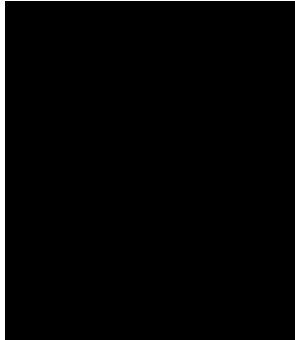
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As advised under separate cover with reference to this Confirmation, each party shall provide appropriate payment instructions to the other party in writing and such instructions shall be deemed to be incorporated into this Confirmation.

Offices:

The Office of Party A for this Transaction is:

The Office of Party B for this Transaction is:



Time of Dealing:

The time of dealing will be confirmed by Party A upon written request.

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by returning an executed copy of this Confirmation.

Finance Ireland RMBS No. 6 Designated Activity Company

By:

Name:

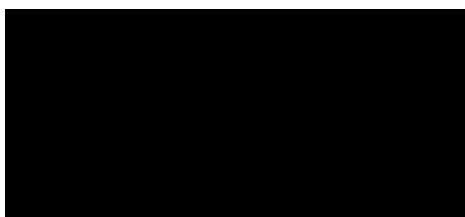
Title:

Accepted and confirmed as of the date first written:

BofA Securities Europe S.A.

By:

Name:



Title:

ANNEX A

Notional Amount Schedule		
(*dates subject to Modified Following Business Day Convention)		
Calculation Period Start Date (from and including)*	Calculation Period End Date (up to but excluding)*	Notional Amount (€)
22-Sep-23	24-Dec-23	
24-Dec-23	24-Mar-24	
24-Mar-24	24-Jun-24	
24-Jun-24	24-Sep-24	
24-Sep-24	24-Dec-24	
24-Dec-24	24-Mar-25	
24-Mar-25	24-Jun-25	
24-Jun-25	24-Sep-25	
24-Sep-25	24-Dec-25	
24-Dec-25	24-Mar-26	
24-Mar-26	24-Jun-26	
24-Jun-26	24-Sep-26	
24-Sep-26	24-Dec-26	
24-Dec-26	24-Mar-27	
24-Mar-27	24-Jun-27	
24-Jun-27	24-Sep-27	
24-Sep-27	24-Dec-27	
24-Dec-27	24-Mar-28	
24-Mar-28	24-Jun-28	
24-Jun-28	24-Sep-28	