

## ANNEXURE

### (COMPOUNDED REFERENCE RATE TERMS)

Currency – GBP

Use Type – Rate Switch from LIBOR to Compounded SONIA

**Annexure (Compounded Reference Rate Terms) shall form an integral part of the Sanction Letter shared by the Bank with the Borrower and shall be binding on the Parties. Please note that these are standard terms which intend to cover all options governing pricing of the Facilities. Such options are for the benefit of the Bank only and may be exercised by it upon giving prior intimation to the Borrower.**

### ANNEXURE - PART 1 – DEFINITIONS AND INTERPRETATION

#### 1. DEFINITIONS

Unless otherwise defined in this Annexure, all capitalised terms used herein and defined in the Agreements shall have the same meaning in this Annexure.

(a) **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in Mumbai, IFSC- Gift City, or such other city in India as the case may be and as may be communicated by the Bank to the Borrower in writing.

(b) **"Break Costs"** means:

(i) in respect of any Term Rate Facility, the amount (if any) by which:

the interest (excluding the Margin / Spread ) which the Bank should have received for the period from the date of receipt of all or any part of its participation in a Facility or Unpaid Sum to the last day of the current Interest Period in respect of that Facility or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

the amount which the Bank would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Relevant Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period, and

(ii) in respect of any Reference Rate Facility, any amount specified as such in the Reference Rate Terms.

(c) **"Compounding Methodology Supplement"** means, in relation to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate, a document which:

(i) is agreed in writing by the Borrower and the Bank;

(ii) specifies a calculation methodology for that rate; and

- (iii) has been made available to the Borrower and the Bank.
- (d) **"Facility Repayment Date"** means the date as may be communicated by the Bank to the Borrower in writing.
- (e) **"Final Repayment Date"** means the date as may be communicated by the Bank to the Borrower in writing.
- (f) **"Funding Rate"** means any individual rate notified by the Bank to the Borrower pursuant to paragraph (a) (ii) of Clause 6.5 (Cost of funds) of this Annexure.
- (g) **"Guarantor"** means the entity so referenced in the Sanction Letter and / or any other document in relation to the transaction.
- (h) **"Interest Period"** means, in relation to the Facilities, each period determined in accordance with Clause 5 (Interest Periods) of this Annexure and, in relation to an Unpaid Sum, each period determined in accordance with Clause 4.4 (Default interest) of this Annexure.
- (i) **"Interpolated Screen Rate"** means, in relation to any Term Rate Facility, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:
  - (i) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Facility;
  - (ii) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Facility; and
  - (iii) each as of the Specified Time.
- (j) **"LIBOR"** means, in relation to to the Facilities or any part of it or any Unpaid Sum: the Screen Rate; or  
if no Screen Rate is available for the relevant currency or the relevant interest period) the Reference Bank Rate, as of 11:00 a.m. (London time) on the Quotation Day for a period comparable to the interest period of the Facilities or relevant part of it or Unpaid Sum and, if that rate is less than zero, LIBOR shall be deemed to be zero.
- (k) **"Margin / Spread"** means the rate communicated by the Bank to the Borrower in writing.
- (l) **"Month"** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:
  - (i) other than where paragraph (ii) below applies:
    - (A) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;

- (B) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (C) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end; and
- (ii) in relation to an Interest Period for the Facility (or any other period for the accrual of commission or fees) for which there are rules specified as "Business Day Conventions" in the Reference Rate Terms, those rules shall apply.

The above rules will only apply to the last Month of any period.

- (m) "**Obligors**" means collectively the Borrower and the Guarantor, and "**Obligor**" means each one of them.
- (n) "**Quoted Tenor**" means, in relation to the Screen Rate, any period for which that Screen Rate is customarily displayed on the relevant page or screen of an information service.
- (o) "**Quotation Day**" means, in relation to any period for which an interest rate is to be determined, two London Business Days before the first day of that period, (unless market practice differs in the Relevant Market, in which case the Quotation Day will be determined by the Bank in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days)).
- (p) "**Rate Switch Date**" means the earlier of:
  - (i) the Backstop Rate Switch Date; and
  - (ii) any Rate Switch Trigger Event Date.
- (q) "**Rate Switch Trigger Event**" means
  - (i)
    - (A)
      - (I) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent, or
      - (II) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent,

**provided that**, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

- (B) the administrator of the Screen Rate publicly announces that it has ceased or will cease, to provide the Screen Rate for any Quoted Tenor permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate for that Quoted Tenor;
    - (C) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued for any Quoted Tenor; or
    - (D) the administrator of the Screen Rate or its supervisor publicly announces that the Screen Rate for any Quoted Tenor may no longer be used; and
  - (ii) the supervisor of the administrator of the Screen Rate publicly announces or publishes information:
    - (A) stating that the Screen Rate for any Quoted Tenor is no longer, or as of a specified future date will no longer be, representative of the underlying market and the economic reality that it is intended to measure and that such representativeness will not be restored (as determined by such supervisor); and
    - (B) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication.
- (r) **"Rate Switch Trigger Event Date"** means:
  - (i) in the case of an occurrence of a Rate Switch Trigger Event described in paragraph (i)(A) of the definition of Rate Switch Trigger Event, the date on which the Screen Rate ceases to be published or otherwise becomes unavailable;
  - (ii) in the case of an occurrence of a Rate Switch Trigger Event described in paragraphs (i)(B), (i)(C) or (i)(D) of the definition of Rate Switch Trigger Event, the date on which the Screen Rate for the Quoted Tenor ceases to be published or otherwise becomes unavailable; and
  - (iii) in the case of an occurrence of a Rate Switch Trigger Event described in paragraph (ii) of the definition of Rate Switch Trigger Event, the date on which the Screen Rate for the Quoted Tenor ceases to be representative of the underlying market and the economic reality that it is intended to measure (as determined by the supervisor of the administrator of the Screen Rate).
- (s) **"Reference Banks"** means, in relation to LIBOR, the principal London offices of such entities as may be appointed by the Bank in consultation with the Borrower.
- (t) **"Reference Bank Rate"** means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Bank, if appointed, at its request by the Reference Banks as the rate at which the relevant Reference

Bank could borrow funds in the London interbank market, in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period.

- (u) **“Reference Rate”** means, in relation to any RFR Banking Day during the Interest Period of a Reference Rate Facility, the percentage rate per annum which is the aggregate of:
  - (i) the Daily Non-Cumulative Compounded RFR Rate for that RFR Banking Day; and
  - (ii) the applicable Credit Adjustment Spread.
- (v) **“Reference Rate Interest Payment”** means the aggregate amount of interest that:
  - (i) is, or is scheduled to become, payable under any Agreement; and
  - (ii) relates to a Reference Rate Facility.
- (w) **“Reference Rate Facility”** means any Facility or, if applicable, Unpaid Sum which is or becomes a “Reference Rate Facility” pursuant to Clause 3 (Rate Switch) of this Annexure.
- (x) **“Reference Rate Supplement”** means a document which:
  - (i) is agreed in writing by the Borrower and the Bank;
  - (ii) specifies the relevant terms which are expressed in the Sanction Letter and the Agreements to be determined by reference to Reference Rate Terms; and
  - (iii) has been made available to the Borrower and the Bank.
- (y) **“Relevant Market”** means:
  - (i) Subject to paragraph (ii) below, the London interbank market; and
  - (ii) on and from the Rate Switch Date, the market specified as such in the Reference Rate Terms.
- (z) **“Repayment Instalment”** means the installment communicated by the Bank to the Borrower in writing.
- (aa) **“Replacement Reference Rate”** means a reference rate which is:
  - (a) formally designated, nominated or recommended as the replacement for the Published Rate by:

- (i) the administrator of that Published Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Published Rate); or
  - (ii) any Relevant Nominating Body,
- and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under paragraph (ii) above;
- (b) in the opinion of the Bank and the Obligors, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Published Rate; or
  - (c) in the opinion of the Bank and the Obligors, an appropriate successor to the Published Rate.
- (bb) "**Sanction Letter**" means the letter issued/ to be issued by the Bank for a particular transaction and duly accepted and acknowledged by the Borrower and/or Obligor/s, as may be required by the Bank and any further amendments, renewals, modifications carried out from time to time by the Bank.
  - (cc) "**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for sterling for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes the rate from time to time in place of Reuters.
  - (dd) "**Selection Notice**" means a notice substantially in the form set out in Annexure – Part 3 (*Selection Notice*) given in accordance with Clause 4 (*Interest*) of this Annexure in relation to a Facility.
  - (ee) "**Specified Time**" means a day or time determined in accordance with Annexure - Part 4 - (Timetables).
  - (ff) "**Term Rate Facility**" means any Facility or, if applicable, Unpaid Sum to the extent that it is is not or has not become a Reference Rate Facility.
  - (gg) "**Unpaid Sum**" means any sum due and payable but unpaid by an Obligor under the Agreements.
  - (hh) "**Utilisation**" means a utilisation of the Facility.
  - (ii) "**Utilisation Date**" means the date of a Utilisation, being the date on which a Facility is to be made.

## 2. INTERPRETATION

- (a) In the event of any inconsistency between the terms of this Annexure and the Agreements, the terms set out in this Annexure (*Compounded Reference Rate Terms*) shall prevail.

- (b) Any Reference Rate Supplement overrides anything in:
  - (i) Annexure - Part 5 (Reference Rate Terms); or
  - (ii) any earlier Reference Rate Supplement.
  
- (c) A Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:
  - (i) Annexure - Part 6 (Daily Non-Cumulative Compounded RFR Rate) or Annexure - Part 7 (Cumulative Compounded RFR Rate), as the case may be; or
  - (ii) any earlier Compounding Methodology Supplement.

The determination of the extent to which a rate is "for a period equal in length" to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of the Sanction Letter.

## ANNEXURE - PART 2 - REFERENCE RATE CLAUSES

### 3. RATE SWITCH

#### 3.1 Switch to Reference Rate

Subject to Clause 3.2 (*Delayed switch for existing Term Rate Facilities*) of this Annexure, on and from the Rate Switch Date:

- (a) use of the Reference Rate will replace the use of LIBOR for the calculation of interest for Facilities; and
- (b) any Facility or Unpaid Sum shall be a "Reference Rate Facility" and Clause **Error! Reference source not found.** (*Calculation of interest – Reference Rate Facilities*) of this Annexure, shall apply to each such Facility or Unpaid Sum.

#### 3.2 Delayed switch for existing Term Rate Facilities

If the Rate Switch Date falls before the last day of an Interest Period for a Term Rate Facility:

- (a) that Facility shall continue to be a Term Rate Facility for that Interest Period and Clause 4.1 (*Calculation of interest – Term Rate Facilities*) shall continue to apply to that Facility for that Interest Period;
- (b) any provision of the Sanction Letter which is expressed to relate to sterling where the Rate Switch Date has occurred shall not apply in relation to that Facility for that Interest Period; and
- (c) on and from the first day of the next Interest Period (if any) for that Facility:
  - (i) that Facility shall be a "Reference Rate Facility", and
  - (ii) Clause 4.2 (*Calculation of interest – Reference Rate Facilities*) of this Annexure, shall apply to that Facility.

#### 3.3 Early termination of Interest Periods for existing Term Rate Facilities

If:

- (a) an Interest Period for a Term Rate Facility would otherwise end on a day which falls after the Rate Switch Date; and
- (b) prior to the date of selection of that Interest Period:
  - (i) the Backstop Rate Switch Date was scheduled to occur during that Interest Period, or
  - (ii) notice of a Rate Switch Trigger Event Date falling during that Interest Period had been given pursuant to paragraph (a)(ii) of Clause 3.4 (*Notifications by Bank*) of this Annexure,

that Interest Period will instead end on the Rate Switch Date.

#### 3.4 Notifications by Bank

- (a) Subject to paragraph (c) below, following the occurrence of a Rate Switch Trigger Event, the Bank shall:
  - (i) promptly upon becoming aware of the occurrence of that Rate Switch Trigger Event, notify the Borrower of that occurrence; and
  - (ii) promptly upon becoming aware of the date of the Rate Switch Trigger Event Date applicable to that Rate Switch Trigger Event, notify the Borrower of that date.
- (b) The Bank shall, promptly upon becoming aware of the occurrence of the Rate Switch Date, notify the Borrower of that occurrence.
- (c) The parties agree that the FCA Cessation Announcements constitute a Rate Switch Trigger Event in relation to sterling, that the Rate Switch Trigger Event Date applicable to such Rate Switch Trigger Event will be 1 January 2022 (for all other GBP-LIBOR settings save for 1-month, 3 -month, and 6-month GBP-LIBOR settings) or 1 January 2023 (for 1-month, 3 -month, and 6-month GBP-LIBOR settings) (as the case may be), and that the Bank is not under any obligation under paragraph (a) above to notify any party of such Rate Switch Trigger Event or Rate Switch Trigger Event Date resulting from the FCA Cessation Announcements.
- (d) For the purposes of paragraph (c) above, the "**FCA Cessation Announcements**" mean the announcements on, 5 March 2021 or 29 September 2021 (as the case may be) by the UK's Financial Conduct Authority that all LIBOR settings will, as of certain specified future dates, either cease to be provided by any administrator or no longer be representative of the market and economic reality that they are intended to measure and that such representativeness will not be restored.

## **4. INTEREST**

### **4.1 Calculation of interest – Term Rate Facilities**

The rate of interest on each Term Rate Facility for an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

- (a) Margin / Spread ; and
- (b) LIBOR.

### **4.2 Calculation of interest – Reference Rate Facilities**

- (a) The rate of interest on the Reference Rate Facilities for an Interest Period or, as the case may be, any day during an Interest Period is the percentage rate per annum which is the aggregate of the applicable:
  - (i) Margin / Spread ; and
  - (ii) Reference Rate for that Interest Period or, as the case may be, that day.
- (b) If any day during an Interest Period for a Reference Rate Facility is not an RFR Banking Day, the rate of interest on that Reference Rate Facility for that day will be the rate applicable to the immediately preceding RFR Banking Day.

#### 4.3 **Payment of interest**

The Borrower to whom the Facilities have been extended shall pay accrued interest on that Facility on the last day of each Interest Period (and, if the Interest Period is longer than six Months, on the dates falling at six-monthly intervals after the first day of the Interest Period).

#### 4.4 **Default interest**

- (a) If an Obligor fails to pay any amount payable by it under an Agreement on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is the rate in percentage terms per annum, as specified by the Bank from time to time in the Sanction Letter or via a separate communication, higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Facility in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Bank (acting reasonably). Any interest accruing under this Clause 4.4 shall be immediately payable by the Obligor on demand by the Bank.
- (b) If any overdue amount consists of all or part of a Term Rate Facility which became due on a day which was not the last day of an Interest Period relating to that Facility:
  - (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Facility; and
  - (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be the rate in percentage terms per annum, as specified by the Bank from time to time in the Sanction Letter or via a separate communication, higher than the rate which would have applied if the overdue amount had not become due.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

#### 4.5 **Notifications**

- (a) The Bank shall promptly notify the Borrower of the determination of a rate of interest relating to a Term Rate Facility.
- (b) The Bank shall promptly upon a Reference Rate Interest Payment being determinable notify:
  - (i) the Borrower of that Reference Rate Interest Payment; and
  - (ii) the Borrower of:
    - (A) each applicable rate of interest relating to the determination of that Reference Rate Interest Payment, and
    - (B) to the extent it is then determinable, the Market Disruption Rate (if any) relating to the relevant Reference Rate Facility.

This paragraph (b) shall not apply to any Reference Rate Interest Payment determined pursuant to Clause 6.5 (*Cost of funds*) of this Annexure.

- (c) The Bank shall promptly notify the Borrower of each Funding Rate relating to a Facility.
- (d) The Bank shall promptly notify the Borrower of the determination of a rate of interest relating to a Reference Rate Facility to which Clause 6.5 (*Cost of funds*) of this Annexure applies.
- (e) This Clause 4.5 shall not require the Bank to make any notification to the Borrower on a day which is not a Business Day.

## **5. INTEREST PERIODS**

### **5.1 Selection of Interest Periods**

- (a) A Borrower may select an Interest Period for a Facility in the utilisation request / drawdown notice (or howsoever described) for that Facility or in a Selection Notice.
- (b) Each Selection Notice for a Facility is irrevocable and must be delivered to the Bank by the Borrower to which the Facility was made not later than the Specified Time.
- (c) If the Borrower fails to deliver a Selection Notice to the Bank in accordance with paragraph (b) above, the relevant Interest Period will, subject to Clause 5.2 (*Changes to Interest Periods*) of this Annexure, be [one] Month or, if the Facility is a Reference Rate Facility, the period specified in the Reference Rate Terms.
- (d) An Interest Period for a Facility shall not extend beyond the Final Repayment Date applicable to the Facility.
- (e) Each Interest Period for a Facility shall start on the Utilisation Date or (if the Facility has already been made) on the last day of the preceding Interest period of such Facility.
- (f) No Interest Period for a Reference Rate Facility shall be longer than six Months.
- (g) No Interest Period for a Term Rate Facility shall extend beyond 31 December 2021.

### **5.2 Changes to Interest Periods**

- (a) Prior to the earlier of:
  - (i) the Bank determining the interest rate for a Facility; and
  - (ii) the first day of an Interest Period for a Facility,

the Bank may shorten an Interest Period for the Facility to ensure there are sufficient Facilities (with an aggregate amount equal to or greater than the Repayment Instalment) which have an Interest Period ending on a Facility Repayment Date for the Borrowers to make the Repayment Instalment due on that date.

- (b) If the Bank makes any of the changes to an Interest Period referred to in this Clause 5.2, it shall promptly notify the Borrower.

### 5.3 **Non-Business Days**

- (a) Other than where paragraph (b) below applies, if an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) If the Facility or Unpaid Sum is a Reference Rate Facility and there are rules specified as "Business Day Conventions" in the Reference Rate Terms, those rules shall apply to each Interest Period for a Facility or Unpaid Sum.

### 5.4 **Consolidation and division of Facilities**

- (a) Subject to paragraph (b) below, if the Interest Periods of two or more end on the same date, those Facilities will, unless the Borrower specifies to the contrary in the Selection Notice for the next Interest Period, be consolidated into, and treated as, a single Facility on the last day of the Interest Period.
- (b) Subject to any provision contained in the Facility Agreement, if a Borrower requests in a Selection Notice that a Facility be divided into two or more Facilities, that Facility will, on the last day of its Interest Period, be so divided into the amounts specified in that Selection Notice, being an aggregate amount equal to the amount of the Facility immediately before its division.

## 6. **CHANGES TO THE CALCULATION OF INTEREST**

### 6.1 **Unavailability of Screen Rate prior to Rate Switch Date**

- (a) *Interpolated Screen Rate*: If no Screen Rate is available for LIBOR for the Interest Period of a Facility, the applicable LIBOR shall be the Interpolated Screen Rate for a period equal in length to the Interest Period of that Facility.
- (b) *Reference Bank Rate*: If no Screen Rate is available for LIBOR for:
  - (i) the currency of a Facility; or
  - (ii) the Interest Period of a Facility and it is not possible to calculate the Interpolated Screen Rate,the applicable LIBOR shall be the Reference Bank Rate as of the Specified Time for the currency of that Facility and for a period equal in length to the Interest Period of that Facility.
- (c) *Cost of funds*: If paragraph (b) above applies but no Reference Bank Rate is available for the relevant currency or Interest Period there shall be no LIBOR for that Facility and Clause 6.5 (*Cost of funds*) of this Annexure, shall apply to that Facility for that Interest Period.

### 6.2 **Calculation of Reference Bank Rate**

- (a) Subject to paragraph (b) below, if LIBOR is to be determined on the basis of a Reference Bank Rate but a Reference Bank does not supply a quotation by the

Specified Time, the Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Reference Banks.

- (b) If at or about [noon] (London time) on the Quotation Day, none or only one of the Reference Banks supplies a quotation, there shall be no Reference Bank Rate for the relevant Interest Period.

### 6.3 Interest calculation if no RFR or Central Bank Rate

If:

- (a) there is no applicable RFR or Central Bank Rate for the purposes of calculating the Daily Non-Cumulative Compounded RFR Rate for an RFR Banking Day during an Interest Period for a Reference Rate Facility; and
- (b) **"Cost of funds will apply as a fallback"** is specified in the Reference Rate Terms,

Clause 6.5 (*Cost of funds*) of this Annexure, shall apply to that Facility for that Interest Period.

### 6.4 Market disruption

- (a) In the case of a Term Rate Facility, if, before close of business in the relevant branch of the Bank on the Quotation Day for the relevant Interest Period, the Bank in its discretion determines that the cost to it of funding that Facility from whatever source it may reasonably select (including from the wholesale market for the relevant currency), as may be determined by the Bank at its sole discretion, would be in excess of LIBOR then Clause 6.5 (*Cost of funds*) of this Annexure, shall apply to that Facility for the relevant Interest Period.
- (b) In the case of a Reference Rate Facility, if:
  - (i) a Market Disruption Rate is specified in the Reference Rate Terms for that Facility; and
  - (ii) before the Reporting Time for that Facility, the Bank in its discretion determines that the cost to it of funding a Facility from whatever source it may reasonably select (including from the wholesale market for the relevant currency), as determined by the Bank at its sole discretion, would be in excess of that Market Disruption Rate,

then, Clause 6.5 (*Cost of funds*) of this Annexure, shall apply to that Facility for the relevant Interest Period.

### 6.5 Cost of funds

- (a) If this Clause 6.5 applies to a Facility for an Interest Period, neither Clause 4.1 (Calculation of interest - Term Rate Facilities) nor Clause 4.2 (Calculation of interest - Reference Rate Facilities) shall apply to that Facility for that Interest Period and the rate of interest on that Facility for that Interest Period shall be the percentage rate per annum which is the sum of:
  - (i) the applicable Margin / Spread ; and
  - (ii) the rate notified to the Borrower by the Bank as soon as practicable and in any event;

- (A) in relation to a Term Rate Facility, before the date on which interest is due to be paid in respect of that Interest Period, or
  - (B) in relation to a Reference Rate Facility by the Reporting Time,  
  
to be that which expresses as a percentage rate per annum the cost to the Bank of funding that Facility from whatever source it may reasonably select.
- (b) If this Clause 6.5 applies and the Bank or the Borrower so requires, the Bank and the Borrower 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) (b) above shall, with the prior consent of the Banks and the Borrower, be binding.
  - (d) If this Clause 6.5 applies pursuant to Clause 6.4 (*Market disruption*) of this Annexure:
    - (i) in relation to a Term Rate Facility:
      - (A) the Bank's Funding Rate is less than LIBOR; or
      - (B) the Bank does not notify a rate to the Borrower by the time specified in paragraph (a)(ii) above,  
  
the cost to the Bank of funding that Facility for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be LIBOR; or
    - (ii) in relation to a Reference Rate Facility:
      - (A) the Bank's Funding Rate is less than the relevant Market Disruption Rate; or
      - (B) the Bank does not notify a rate to the Borrower by the time specified in paragraph (a)(ii) above,  
  
the cost to the Bank of funding that Facility for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be the Market Disruption Rate for that Facility.
  - (e) If this Clause 6.5 applies the Bank shall, as soon as is practicable, notify the Borrower.
  - (f) Notwithstanding anything contained in this Annexure, the Bank shall have the sole discretion to change the interest calculation with any methodology and / or convention upon the occurrence of a Rate Switch Trigger Event, provided that any such change in methodology and / or convention shall be communicated in advance, by the Bank to the Borrower in writing.

#### 6.6 Break Costs

- (a) Subject to paragraph (b) below, the Borrower shall, within three Business Days of demand by the Bank, pay to the Bank its Break Costs (if any) attributable to

all or any part of a Facility or Unpaid Sum being paid by the Borrower on a day prior to the last day of an Interest Period for that Facility or Unpaid Sum.

- (b) Paragraph (a) above shall apply in respect of a Reference Rate Facility if an amount is specified as Break Costs in the Reference Rate Terms.
- (c) The Bank shall, as soon as reasonably practicable, provide a certificate confirming the amount of its Break Costs for any Interest Period in respect of which they become, or may become, payable.

#### 6.7 Day count convention

- (a) Any interest, commission or fee accruing under an Agreement will accrue from day to day and the amount of any such interest, commission or fee is calculated:
  - (i) on the basis of the actual number of days elapsed and a year of 365 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice; and
  - (ii) subject to paragraph (b) below, without rounding.
- (b) The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by an Obligor under the Agreements shall be rounded to four decimal places.

#### 6.8 Changes to reference rates

- (a) Subject to any clause in relation to amendments and waivers, if a Published Rate Replacement Event has occurred in relation to any Published Rate, any amendment or waiver which relates to:
  - (i) providing for the use of a Replacement Reference Rate in place of that Published Rate; and
  - (ii)
    - (A) aligning any provision of the Agreements to the use of that Replacement Reference Rate,
    - (B) enabling that Replacement Reference Rate to be used for the calculation of interest under the Agreements (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of the Agreements),
    - (C) implementing market conventions applicable to that Replacement Reference Rate,
    - (D) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate, or
    - (E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method

for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Bank and the Obligors.

- (b) An amendment or waiver that relates to, or has the effect of, aligning the means of calculation of interest on a Reference Rate Facility under this Agreement to any recommendation of a Relevant Nominating Body which:
- (i) relates to the use of the RFR on a compounded basis in the international or any relevant domestic syndicated loan markets; and
  - (ii) is issued on or after the date of the Sanction Letter,

may be made with the consent of the Borrower and the Obligors.

- (c) In connection with the implementation and administration of a Published Rate, the Bank will have the right to make Published Rate Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or the Agreements, any amendments implementing such Published Rate Replacement Conforming Changes will become effective without any further action or consent of any other party to the Agreements. The Bank will promptly notify the Borrower of the effectiveness of any Published Rate Replacement Conforming Changes. Any determination, decision or election that may be made by the Bank pursuant to this clause, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto.
- (d) At any time (including in connection with the implementation of Published Rate), (i) if the then-current interest rate is a term rate (including LIBOR), then the Bank may remove any tenor of such rate that is unavailable or non-representative for rate settings; and (ii) the Bank may reinstate any such previously removed tenor for such interest rate (including the Published Rate) settings.
- (e) In this Clause 6.8:
- "Published Rate"** means:
- (a) the RFR; or
  - (b) the Screen Rate for any Quoted Tenor.

**"Published Rate Replacement Conforming Changes"** means, with respect to any Published Rate, any technical, administrative or operational changes (including changes to the definition of "Business Day," the definition of "Interest

Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of such Published Rate and to permit the administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of such Published Rate exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of the Agreements.

**"Published Rate Replacement Event"** means, in relation to a Published Rate:

- (a) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Bank and the Obligors, materially changed;
- (b)
  - (i)
    - (A) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent, or
    - (B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;
  - (ii) the administrator of that Published Rate publicly announces that it has ceased or will cease to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;
  - (iii) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued; or
  - (iv) the administrator of that Published Rate or its supervisor announces that that Screen Rate may no longer be used; or
  - (v) in the case of the Screen Rate for any Quoted Tenor, the supervisor of the administrator of that Published Rate makes a public announcement or publishes information:

- (A) stating that that Screen Rate for that Quoted Tenor is no longer or, as of a specified future date will no longer be, representative of the underlying market or the economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor), and
- (B) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication; or
- (c) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determines that that Published Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
  - (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Bank and the Obligors) temporary; or
  - (ii) that Published Rate is calculated in accordance with any such policy or arrangement for a period no less than the period as may be communicated by the Bank to the Borrower; or
- (d) in the opinion of the Bank and the Obligors, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under the Agreements.

**"Relevant Nominating Body"** means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

**ANNEXURE - PART 3 - SELECTION NOTICE**

From: [Borrower]

To: [Bank]

Dated:

**[Borrower] – [•] Facility Agreement dated [•] (the "Facility Agreement")**

1. We refer to the Facility Agreement. This is a Selection Notice. Terms defined in the Agreements shall have the same meaning in this Selection Notice.
2. We refer to the following Facility with an Interest Period ending on [•]\*
3. [We request that the above Facility be divided into [•] Facilities with the following amounts and Interest Periods:]\*\*  
  
or  
[We request that the next Interest Period for the above Facility is [•]].\*\*\*
4. This Selection Notice is irrevocable.

Yours faithfully

.....  
authorized signatory for  
[name of the Borrower]

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\* Insert details of the Facility which has an Interest Period ending on the same date.

\*\* Use this option if division of Facility is requested.

\*\*\* Use this option if sub-division is not required.

#### ANNEXURE - PART 4 - TIMETABLES

Delivery of a Selection Notice (Clause 5.1  
(*Selection of Interest Periods*))

To be communicated  
by the Bank by way of  
Sanction Letter or  
otherwise.

LIBOR is fixed

Quotation Day

11.00 a.m. London time

[Reference Bank Rate calculated by reference to available  
quotations in accordance with Clause 6.2 (*Calculation of  
Reference Bank Rate*) of this Annexure]

Noon (London time) on the  
Quotation Day

## ANNEXURE - PART 5 – REFERENCE RATE TERMS

### **Cost of funds as a fallback**

Cost of funds [will]/[will not] apply as a fallback, as may be determined and communicated by the Bank from time to time to the Borrower.

### **Definitions**

**Backstop Rate Switch Date:** means the date communicated by the Bank to the Borrower in writing.

**Break Costs:** means the amount (if any) equal to the loss, liability or cost which the Bank determines will be or has been suffered by it as a result of all or any part of a Facility or Unpaid Sum being paid by the Borrower on a day other than on the last day of an Interest Period for that Facility or Unpaid Sum.

**Business Day Conventions (definition of "Month" and Clause 5.3 (Non-Business Days)) of this Annexure:**

(a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period:

(i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;

(ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

(b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

- Central Bank Rate:** The Bank of England's Bank Rate as published by the Bank of England from time to time.
- Central Bank Rate Spread** In relation to any RFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Bank between:
- (a) the RFR for that RFR Banking Day; and
  - (b) the Central Bank Rate prevailing at close of business on that RFR Banking Day.
- Central Bank Rate Adjustment:** In relation to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the mean (calculated by the Bank) of the Central Bank Rate Spreads for the five most immediately preceding RFR Banking Days for which the RFR was available, excluding the days with the highest (and, if there is more than one highest spread, only one of those highest spreads) and lowest spreads (or, if there is more than one lowest spread, only one of those lowest spreads) to the Central Bank Rate.
- Credit Adjustment Spread:** means the spread communicated by the Bank to the Borrower in writing.
- Daily Rate:** The "**Daily Rate**" for any RFR Banking Day is:
- (a) the RFR for that RFR Banking Day; or
  - (b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:
    - (i) the Central Bank Rate for that RFR Banking Day; and
    - (ii) the applicable Central Bank Rate Adjustment,
  - (c) if paragraph (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:
    - (i) the most recent Central Bank Rate that RFR Banking, as communicated by the Bank in writing; and
    - (ii) the applicable Central Bank Rate Adjustment,

rounded, in either case, to four decimal places<sup>1</sup> and if, in either case, the aggregate of that rate and the applicable Credit Adjustment Spread is less than zero, the Daily Rate shall be deemed to be such a rate that the aggregate of the Daily Rate and the applicable Credit Adjustment Spread is zero.

**Lookback Period:** [Five] RFR Banking Days or such number of Days as decided and communicated by the Bank from time to time.

**Market Disruption Rate:** The percentage rate per annum which is the aggregate of:

- (a) the Cumulative Compounded RFR Rate for the Interest Period of the relevant Facility; and
- (b) the applicable Credit Adjustment Spread.

**Relevant Market:** The sterling wholesale market.

**Reporting Day:** The day which is the Lookback Period prior to the last day of the Interest Period or, if that day is not a Business Day, the immediately following Business Day.

**RFR:** The SONIA (sterling overnight index average) reference rate displayed on the relevant screen of any authorised distributor of that reference rate.

**RFR Banking Day:** A day (other than a Saturday or Sunday) on which banks are open for general business in London.

### **Interest Periods**

Length of Interest Period in absence of selection (paragraph (c) of Clause 5.1 (*Selection of Interest Periods*)): [means the period communicated by the Bank to the Borrower in writing.]

Periods capable of selection as Interest Periods (paragraph (d) of Clause 5.1 (*Selection of Interest Periods*)): [ means the period communicated by the Bank to the Borrower in writing.]

### **Reporting Times**

Deadline for Banks to report market disruption in accordance with Clause 6.4 (*Market disruption*) of this Annexure Close of business of the relevant branch of the Bank, as communicated by the Bank, on the Reporting Day for the relevant Facility.

Deadline for Bank to report their cost of funds in accordance with Clause 6.5 (*Cost of funds*) of this Annexure

Close of business on the date falling ten Business Days after the Reporting Day for the relevant Facility (or, if earlier, the date falling ten Business Days before the date on which interest is due to be paid in respect of the Interest Period for that Facility).

## ANNEXURE - PART 6 - DAILY NON-CUMULATIVE COMPOUNDED RFR RATE

The "**Daily Non-Cumulative Compounded RFR Rate**" for any RFR Banking Day "i" during an Interest Period for a Reference Rate Facility is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Bank performing the calculation, taking into account the capabilities of any software used for that purpose) calculated as set out below:

$$(UCCDR_i - UCCDR_{i-1}) \times \frac{dcc}{n_i}$$

where:

"**UCCDR<sub>i</sub>**" means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day "i";

"**UCCDR<sub>i-1</sub>**" means, in relation to that RFR Banking Day "i", the Unannualised Cumulative Compounded Daily Rate for the immediately preceding RFR Banking Day (if any) during that Interest Period;

"**dcc**" means 365 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;

"**n<sub>i</sub>**" means the number of calendar days from, and including, that RFR Banking Day "i" up to, but excluding, the following RFR Banking Day; and

the "**Unannualised Cumulative Compounded Daily Rate**" for any RFR Banking Day (the "**Cumulated RFR Banking Day**") during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Bank performing the calculation, taking into account the capabilities of any software used for that purpose):

$$ACCDR \times \frac{tn_i}{dcc}$$

where:

"**ACCDR**" means the Annualised Cumulative Compounded Daily Rate for that Cumulated RFR Banking Day;

"**tn<sub>i</sub>**" means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the RFR Banking Day which immediately follows the last day of the Cumulation Period;

"**Cumulation Period**" means the period from, and including, the first RFR Banking Day of that Interest Period to, and including, the Cumulated RFR Banking Day;

"**dcc**" has the meaning given to that term above; and

the "**Annualised Cumulative Compounded Daily Rate**" for that Cumulated RFR Banking Day is the percentage rate per annum (rounded to four decimal places) calculated as set out below:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{DailyRate}_{i-LP} \times n_i}{\text{dcc}} \right) - 1 \right] \times \frac{\text{dcc}}{t_{n_i}}$$

where:

"**d<sub>0</sub>**" means the number of RFR Banking Days in the Cumulation Period;

"**Cumulation Period**" has the meaning given to that term above;

"**i**" means a series of whole numbers from one to  $d_0$ , each representing the relevant RFR Banking Day in chronological order in the Cumulation Period;

"**DailyRate<sub>i-LP</sub>**" means, for any RFR Banking Day "**i**" during the Cumulation Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day "**i**";

"**n<sub>i</sub>**" means, for any RFR Banking Day "**i**" during the Cumulation Period, the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day;

"**dcc**" has the meaning given to that term above; and

"**t<sub>n<sub>i</sub></sub>**" has the meaning given to that term above.

## ANNEXURE - PART 7 - CUMULATIVE COMPOUNDED RFR RATE

The "**Cumulative Compounded RFR Rate**" for any Interest Period for a Reference Rate Facility is the percentage rate per annum (rounded to the same number of decimal places as is specified in the definition of "**Annualised Cumulative Compounded Daily Rate**" in Annexure - Part 6 (Daily Non-Cumulative Compounded RFR Rate)) calculated as set out below:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{DailyRate}_{i-LP} \times n_i}{\text{dcc}} \right) - 1 \right] \times \frac{\text{dcc}}{d}$$

where:

"**d<sub>0</sub>**" means the number of RFR Banking Days during the Interest Period;

"**i**" means a series of whole numbers from one to **d<sub>0</sub>**, each representing the relevant RFR Banking Day in chronological order during the Interest Period;

"**DailyRate<sub>i-LP</sub>**" means for any RFR Banking Day "**i**" during the Interest Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day "**i**";

"**n<sub>i</sub>**" means, for any RFR Banking Day "**i**", the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day;

"**dcc**" means 365 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number; and

"**d**" means the number of calendar days during that Interest Period.