## ANNEX A

## COMPOUNDED DAILY SONIA

The **SONIA Rate** in respect of any relevant period (the **Relevant Period**) as set out in the Conditions and the Transaction Documents shall be the Compounded Daily SONIA, where:

**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 in accordance with the following formula (rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards):

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\mathrm{SONIA}_{i-5\mathrm{LBD}} \times n_i}{365}\right)-1\right] \times \frac{365}{d}$$

where:

(i) **d** is the number of calendar days in the Relevant Period;

(ii) $\mathbf{d_o}$ is the number of London Banking Days in the Relevant Period;

(iii) **i** is 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 the Relevant Period;

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

(v) $\mathbf{n_i}$, 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;

(vi) **Observation Period** means the period from and including the date falling five London Banking Days prior to the first day of the Relevant Period and ending on, but excluding, the date falling five London Banking Days prior to the final day in the Relevant Period;

(vii) **Relevant Screen Page** means the Reuters Screen SONIA Page (or any replacement thereto);

(viii) $\mathbf{SONIA_{i-5LBD}}$ means, in respect of any London Banking Day falling in the relevant Observation Period, the SONIA Reference Rate for the London Banking Day falling five London Banking Days prior to the relevant London Banking Day "i"; and

(ix) **SONIA Reference Rate** means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average (**SONIA**) rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the 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), provided that:

(A) if, in respect of any London Banking Day in the relevant Observation Period, the Reference Agent determines that the SONIA Reference Rate is not available on the Relevant 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 Bank Rate (the **Bank Rate**) prevailing at close of business on the relevant London Banking

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; and

(B) notwithstanding paragraph (A) above, in the event 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 Reference Agent shall, to the extent that it is reasonably practicable, follow such guidance in order to determine $SONIA_i$ for the purpose of the calculating the SONIA Rate for so long as the SONIA Reference Rate is not available or has not been published by the authorised distributors.

Notwithstanding the provisions set out in the definition of Compounded Daily SONIA above, if a Benchmark Event occurs when any component part of a payment under the Notes or the Transaction Documents remains to be determined by reference to the SONIA Rate, then the following provisions shall apply:

(i) The Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, to advise the Issuer in determining a Successor Rate, failing which an Alternative Rate (in accordance with paragraph (ii) below) and, in either case, an Adjustment Spread (in accordance with paragraph (iii) below) and any Benchmark Amendments (in accordance with paragraph (iv) below).

(ii) If the Issuer, following consultation with the Independent Adviser, determines that:

(A) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the SONIA Rate to determine the relevant rate (or the relevant component part(s) thereof) for all relevant future payments under the Notes (subject to the further operation of this provision); or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and applicable Adjustment Spread shall subsequently be used in place of the SONIA Rate to determine the relevant rate (or the relevant component part(s) thereof) for all relevant future payments under the Notes (subject to the further operation of this provision).

(iii) The Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant rate (or a component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

(iv) If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this provision and the Issuer, following consultation with the Independent Adviser, determines (1) that amendments to the Conditions, this Trust Deed and/or the Transaction Documents are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the **Benchmark Amendments**) and (2) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with paragraph (v) below, without any requirement for the consent or approval of Noteholders, vary the Conditions, this Trust Deed and/or the Transaction Documents to give effect to such Benchmark Amendments with effect from the date specified in such notice, including any necessary amendments to this provision.

At the request of the Issuer, but subject to receipt by the Trustee of a certificate signed by two directors of the Issuer pursuant to paragraph (v) below, the Trustee shall (at the expense of the

Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, inter alia, by the execution of a deed or agreement supplemental to or amending this Trust Deed) and the Trustee shall not be liable to any party for any consequences thereof, provided that the Trustee shall not be obliged so to concur if in the sole opinion of the Trustee doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend rights and/or the protective provisions afforded to the Trustee in the Conditions, this Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or the Transaction Documents in any way.

In connection with any such variation in accordance with this provision, the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this provision will be notified promptly by the Issuer to the Trustee, the Reference Agent, the Paying Agents and, in accordance with Condition 14, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(vi) No later than notifying the Trustee of the same, the Issuer shall deliver to the Trustee a certificate signed by two directors of the Issuer:

(A) confirming (x) that a Benchmark Event has occurred, (y) the Successor Rate or, as the case may be, the Alternative Rate and, (z) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with this provision;

(B) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread; and

(C) (x) certifying that the Issuer has duly consulted with an Independent Adviser with respect to each of the matters above or, if that is not the case, (y) explaining, in reasonable detail, why the Issuer not done so.

The Trustee shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Reference Agent, the Paying Agents and the Noteholders.

(vii) Without prejudice to the obligations of the Issuer under this provision, the SONIA Rate (as determined using Compounded Daily SONIA as set out above) and the fallback provisions provided for in the definition of Compounded Daily SONIA will continue to apply unless and until the Reference Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), and the Adjustment Spread (if any) and Benchmark Amendments (if any), in accordance with this provision.

An Independent Adviser appointed pursuant to this provision shall act in good faith as an expert and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Trustee, the Reference Agent, the Paying Agents, or the Noteholders for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this provision.

In making any determination pursuant to this provision, the Issuer shall act in good faith and, in the absence of bad faith or fraud, the Issuer shall have no liability whatsoever to the Trustee, the Reference Agent, the Paying Agents, or the Noteholders for any such determination made by it.

(viii) For the purposes of this provision:

**"Adjustment Spread"** means either (a) a spread (which may be positive, negative or zero), or (b) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(A) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of SONIA with the Successor Rate by the Bank of England (or any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of the Bank of England); or

(B) if no such recommendation has been made, or in the case of an Alternative Rate, the Issuer, following consultation with the Independent Adviser, determines is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for SONIA; or

(C) if the Issuer determines there is no such spread, formula or methodology customarily applied, the Issuer determines, following consultation with the Independent Adviser, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference SONIA, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be);

**"Alternative Rate"** means an alternative benchmark or screen rate which the Issuer determines in accordance with this Trust Deed has replaced SONIA in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period and in pounds sterling;

**"Benchmark Event"** means:

(A) SONIA ceasing to be published for a period of at least five Business Days or ceasing to exist; or

(B) the making of a public statement by the Bank of England that it has ceased or that it will cease publishing SONIA permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of SONIA); or

(C) the making of a public statement by the Bank of England that SONIA has been or will be permanently or indefinitely discontinued; or

(D) the making of a public statement by the Bank of England that means SONIA will be prohibited from being used either generally or in respect of the Notes, or that its use will be subject to restrictions or adverse consequences; or

(E) the making of a public statement by the Bank of England that, with effect from a date after 31 December 2021, SONIA is or will be (or is or will be deemed by the Bank of England to be) no longer representative of its relevant underlying market; or

(F) it has become unlawful for any Paying Agent, the Reference Agent or the Issuer to calculate any payments due to be made to any Noteholder using SONIA (including, without limitation, under the Benchmark Regulation (EU) 2016/1011 or Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018, if applicable),

provided that the Benchmark Event shall be deemed to occur in the case of paragraphs (B) and (C) above, on the date of the cessation or the discontinuation of SONIA, in the case of paragraph (D) above, on the date of prohibition of use of SONIA and, in the case of paragraph (E) above, on the date with effect from which SONIA will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement;

**"Independent Adviser"** means an independent financial institution of international repute or an independent adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense; and

"**Successor Rate**" means a successor to or replacement of SONIA which is formally recommended by the Bank of England (or any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of the Bank of England).

In the event that the SONIA Rate cannot be determined in accordance with the foregoing provisions, the relevant rate shall be the rate which would have been applicable for a period equal in duration to the Relevant Period ending on the London Banking Day immediately preceding the last London Banking Day on which SONIA was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors).