

Disclaimer

This document has been discussed at the 26th meeting of the National Working Group on CHF Reference Rates (NWG). The NWG is the key forum to foster the transition to SARON and to discuss the latest international developments. The NWG will cease to exist once the transition to SARON is materially completed. The NWG is co-chaired by a representative of the private sector and a representative of the Swiss National Bank (SNB). The SNB supports the NWG by co-chairing the working group alongside a representative from the private sector. The NWG publishes recommendations based on consensus. Recommendations are not legally binding. The SNB acts as a moderator. Furthermore, the SNB runs the NWG's technical secretariat and facilitates the organisation of the meetings. In this capacity, the SNB also publishes on its webpage documents discussed by the NWG such as this document. The items published do not necessarily reflect the views of the SNB.

This document represents a «Rate Switch Amendment Agreement» and can be used as a standardized amendment agreement for syndicated CHF single currency credit facility/-ies agreements in English language governed by Swiss law. The «Rate Switch Amendment Agreement» is based on the recommended standard for the Swiss market (i.e. lookback with observation shift and lag as alternative, compounded SARON, and a floor for compounded SARON, if a floor is included).

Form of Rate Switch Amendment Agreement

Notes

1. Assumptions.

- This Form of Rate Switch Amendment Agreement (the "**Form**") is based on the assumption that the underlying Facility/ies Agreement to be amended is a CHF single currency credit facility/ies agreement in English language governed by Swiss law, prepared on the basis of the most recent LMA recommended forms of investment grade facility agreements using CHF LIBOR as a base rate for the calculation of interest.
- In accordance with the recommendations of the National Working Group on Swiss Franc Reference Rates ("**NWG**") issued on 7 May 2020, this Form adopts a cumulative compounded in arrears methodology for the calculation of the interest rate with a five SIX Business Days lookback with observation shift and, if applicable, a floor at the level of the Compounded Reference Rate (rather than at the level of the daily SARON). Many of the proposals made in this Form are based on the NWG's Discussion Paper on SARON Floating Rate Notes dated 2 July 2019. Furthermore, this Form provides for the optional use of the lookback without observation shift (lag) methodology in the new schedule entitled 'Compounded SARON'.

2. Use Warning.

- The proposal contained in this Form must be carefully reviewed and where necessary amended to match the underlying Facility/ies Agreement, especially with respect to references and defined terms.
- This Form deviates from the approach adopted by the LMA Exposure Draft Multicurrency Term and Revolving Facilities Agreement incorporating Rate Switch Provisions (lookback with observation shift) published by the LMA in November 2020. The LMA draft is based on the recommendations of the Sterling Working Group on Risk-Free Reference Rates issued on 1 September 2020 (which differ from the NWG recommendations). In particular, users should note that the calculation of accrued interest in the case of transfers of participations by Lenders may result in different outcomes when using the cumulative convention rather than the non-cumulative convention as the cumulative approach has limitations in allocating daily interest which is required when Lenders trade in and out of a Facility.
- For the avoidance of doubt, this document is a non-binding form. Individual parties are free to depart from the terms of this Form and should always satisfy themselves of the regulatory implications of its use. In particular, nothing in this Form is intended to, or should be construed as, a recommendation of, or support for, any particular pricing methodology or any other particular commercial arrangement, including any agreement on the payment of fees or the allocation of costs or expenses.
- Whilst every care has been taken in the preparation of this Form, no representation or warranty is given by Baker McKenzie Zurich as to the suitability of this Form for any particular transaction or that this Form will cover any eventuality. Baker McKenzie Zurich is not liable for any losses suffered by any person as a result of any contract made on the terms of this Form or which may arise from the presence of any errors or omissions in this Form and no proceedings shall be taken by any person in relation to such losses.

3. **Use and Reproduction.** Baker McKenzie Zurich and the Authors consent to the use and reproduction of this Form for the preparation and documentation of agreements relating to transactions or potential transactions in the loan markets.
4. **Feedback.** Any feedback would be highly appreciated by the Authors.

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AMENDMENT AGREEMENT

dated

[●]

by

[●]

Company

THE ENTITIES NAMED HEREIN

Borrowers

THE ENTITIES NAMED HEREIN

Guarantors

[●]

Mandated Lead Arranger

[●]

Agent

[●]

Security Agent

and

THE ENTITIES NAMED HEREIN

Lenders

relating to

a CHF [●] [term and revolving] credit [facility]/[facilities] agreement originally dated [●]

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THIS AGREEMENT is dated on the date set forth on the cover page of this Agreement and made:

Between

- (1) [●], a [●] incorporated under the laws of [●] with business address at [●], registered in the [●] of [●] under number [●] (the "**Company**");
- (2) **THE ENTITIES** listed in Part I of Schedule 1 (*The Parties*) as borrowers (the "**Borrowers**");
- (3) **THE ENTITIES** listed in Part I of Schedule 1 (*The Parties*) as guarantors (the "**Guarantors**");
- (4) [●], a [●] incorporated under the laws of [●] with business address at [●], registered in the [●] of [●] under number [●], as mandated lead arranger (the "**Arranger**");
- (5) [●], a [●] incorporated under the laws of [●] with business address at [●], registered in the [●] of [●] under number [●], as agent of the other Finance Parties (the "**Agent**");
- (6) [●], a [●] incorporated under the laws of [●] with business address at [●], registered in the [●] of [●] under number [●], as security agent for the other Finance Parties (the "**Security Agent**"); and
- (7) **THE FINANCIAL INSTITUTIONS** listed in Part II of Schedule 1 (*The Parties*) as lenders (the "**Lenders**").

RECITALS

- A. Reference is made to that certain CHF [●] [term and revolving] credit [facility]/[facilities] agreement dated [●] and made between the Company, the Borrowers, the Guarantors, the Arranger, the Agent, the Security Agent and the entities named therein as original lenders (the "**[Facility]/[Facilities] Agreement**").
- B. In view of the anticipated discontinuation of LIBOR, the Parties intend to amend the [Facility]/[Facilities] Agreement pursuant to the terms of this Agreement.
- C. The Agent is entitled and duly authorised under [paragraph (b) of clause [●] (*Required consents*)] of the [Facility]/[Facilities] Agreement to represent the other Finance Parties in their name for all purposes of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**Agreement**" means this amendment agreement.

"**Amended [Facility]/[Facilities] Agreement**" means the [Facility]/[Facilities] Agreement as amended pursuant to this Agreement.

"**Clause**" means a clause of this Agreement.

"**Effective Date**" means [the date on which the Agent confirms to the Lenders and the Company receipt of each of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Agent]/[●].¹

¹ Insert a date.

"[Facility]/[Facilities] Agreement" has the meaning given to that term in Recital (A).

"Party" means a party to this Agreement.

"Schedule" means a schedule of this Agreement.

1.2 Construction

Unless a contrary indication appears:

- (a) terms defined in the [Facility]/[Facilities] Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement;
- (b) [the Security Agent is acting in its own name and on its own behalf, as well as (i) in the name of and on behalf of each other Secured Party or (ii) in its own name but for the account of each other Secured Party, as the case may be;]
- (c) the Agent is acting in its own name and on its own behalf, as well as in the name of and on behalf of each other Finance Party; and
- (d) the principles of construction set out in the [Facility]/[Facilities] Agreement apply to this Agreement as if set out in this Agreement.

1.3 Designation as Finance Document

In accordance with the [Facility]/[Facilities] Agreement, the Company and the Agent designate this Agreement as a Finance Document.

2. AMENDMENT OF THE [FACILITY]/[FACILITIES] AGREEMENT

- (a) With effect from the Effective Date, [but subject to the Agent having confirmed to the Lenders and the Company receipt of each of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Agent,]² the clauses and schedules of the [Facility]/[Facilities] Agreement set out in Schedule 3 (*Amendments to the [Facility]/[Facilities] Agreement*) shall be amended to the effect that they shall be read and construed for all purposes as set out in Schedule 3 (*Amendments to the [Facility]/[Facilities] Agreement*).
- (b) All other provisions of the [Facility]/[Facilities] Agreement shall remain unchanged.

3. REPRESENTATIONS AND WARRANTIES

[Each Obligor] makes the [Repeating Representations] to each Finance Party on the date of this Agreement and on the Effective Date, in each case by reference to the facts and circumstances then existing.

4. FEES

The Company shall pay to the Agent (for the account of each Lender) an amendment fee in the amount of CHF [●], payable upon signing of this Agreement.]

5. COSTS AND EXPENSES

The Company shall, promptly on demand, and irrespective of whether or when the Effective Date has occurred or will occur, pay the Agent and the Security Agent the amount of [[●]/all] costs and expenses (including legal fees) reasonably incurred by any of them in connection with

² If "Effective Date" is defined by reference to a date.

the negotiation, preparation, printing and execution of this Agreement and any other documents referred to in this Agreement.]

6. CONTINUITY AND FURTHER ASSURANCE

6.1 Continuing obligations

The provisions of the [Facility]/[Facilities] Agreement and the other Finance Documents shall, save as amended by this Agreement, continue to be in full force and effect and neither the [Facility]/[Facilities] Agreement nor any other Finance Document shall be, or shall be deemed to be, novated by the terms and conditions of this Agreement.

6.2 Further assurance

The Parties shall do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Agreement.

7. [CONFIRMATION OF [GUARANTEE] [AND TRANSACTION SECURITY]

[Each Guarantor [and each Security Provider] hereby agrees and confirms that, following the Effective Date and subject to any limitations provided for in any Finance Document, the guarantee it has given, [and the [Transaction Security] it has provided,] under any Finance Document shall:

- (a) continue in full force and effect; and
- (b) extend to the liabilities and obligations of the Obligors to the Finance Parties under the Amended [Facility]/[Facilities] Agreement.]³

8. GOVERNING LAW AND ENFORCEMENT⁴

- (a) This Agreement shall be governed by and construed in accordance with Swiss law.
- (b) Each of the Obligors and each of the Finance Parties agrees that any legal action arising out of or relating to this Agreement, including actions relating to disputes on the conclusion, validity or amendment of this Agreement, may be brought exclusively before the competent courts of [the City of Zurich, Switzerland (venue being Zurich 1)], provided that nothing in this Agreement shall limit the right of any Finance Party to commence any legal action against any Obligor and/or its assets in any other jurisdiction or to serve process in any matter permitted by law, and the taking of proceedings in any jurisdiction shall not preclude any Finance Party from taking proceedings in any other jurisdiction whether concurrently or not, to the extent legally permitted.
- (c) Place of performance is [Zurich 1 (Switzerland)]. Each Obligor (other than an Obligor incorporated in Switzerland) herewith elects this place of performance as its special domicile in Switzerland pursuant to article 50 paragraph 2 of the Swiss Act on Debt Collection and Bankruptcy.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

³ Unless the Transaction Security is exclusively governed by Swiss law, Parties should consider adding separate security confirmations under the governing laws of the Transaction Security.

⁴ To be aligned with Facility Agreement.

**SCHEDULE 1
THE PARTIES**

**PART I
THE OBLIGORS**

Name of Obligor	Status (Borrower / Guarantor)	Jurisdiction of incorporation	Registration number

**PART II
THE LENDERS**

Name of Lender	Jurisdiction of incorporation	Registration number

SCHEDULE 2
CONDITIONS PRECEDENT

1. [Corporate documents of Obligors]

- (a) [A copy of a resolution of the board of directors or the managing officers, as appropriate, of each of the Obligors:
 - (i) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it execute this Agreement;
 - (ii) authorising a specified person or persons to execute this Agreement on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and to be signed and/or despatched by it under or in connection with this Agreement.]
- (b) [If applicable, a copy of a unanimous resolution of the shareholders of each relevant Obligor:
 - (i) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it execute this Agreement; and
 - (ii) approving any distribution of corporate assets in connection with the entry into and performance by it of this Agreement and the other Finance Documents to which it is a party.]
- (c) [A certificate of each Obligor dated no earlier than the date of this Agreement, signed by [two directors or officers]:
 - (i) confirming that borrowing, guaranteeing or securing, as appropriate, the Total Commitments would not cause any borrowing, guaranteeing, securing or similar limit binding on that Obligor to be exceeded;
 - (ii) containing a specimen signature of each person authorised to execute the Finance Documents or any document or notice in connection therewith on behalf of that Obligor; and
 - (iii) confirming that each copy document relating to it specified in this Schedule 2 is correct, complete and in full force and effect.]

2. [Legal opinions]

- (a) [A legal opinion of [●], legal advisers to the Agent and the Arranger, in relation to the validity and enforceability of this Agreement, substantially in the form distributed to the Lenders prior to signing this Agreement.]
- (b) [A legal opinion of [●], legal advisers to the Company, in relation to the capacity and authority of the Obligors to enter into this Agreement, substantially in the form distributed to the Lenders prior to signing this Agreement.]

3. [Other documents and evidence]

- (a) This Agreement duly executed by the Obligors.

- (b) [Evidence that the fees, costs and expenses then due from the Company pursuant to Clause 4 ([Fees) and Clause 5 (*Costs and Expenses*) have been paid.]
- (c) [●].
- (d) A copy of any other authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by this Agreement or for the validity and enforceability of this Agreement.

SCHEDULE 3
AMENDMENTS TO THE [FACILITY]/[FACILITIES] AGREEMENT

1. Clause 1.1 (Definitions), insertion or replacement (as the case may be) of the following definitions:

"Amendment Agreement" means the amendment agreement dated [●] between the Parties relating to the amendment of this Agreement.

"Break Costs" means:

(a) *in respect of any Term Rate Loan, the amount (if any) by which:*

(i) *the interest [(excluding the Margin)] which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan or Unpaid Sum in that currency to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;*

exceeds:

(ii) *the amount which that Lender would be able to obtain or, if such amount is negative, would need to pay, by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period; or*

(b) *in respect of any Compounded Rate Loan, [●].⁵*

"Effective Date" has the meaning given to that term in the Amendment Agreement.

"Compounded Rate Loan" means any Loan or, if applicable, Unpaid Sum which is, or becomes, a "Compounded Rate Loan" pursuant to Clause [9A] (Rate switch).

"Compounded Reference Rate" means, in relation to any Compounded Rate Loan, the percentage rate per annum which is the aggregate of:

(a) *the applicable Compounded SARON; and*

(b) *the applicable Credit Adjustment Spread⁶;*

and if that rate is less than [●], the Compounded Reference Rate shall be deemed to be [●].

"Compounded SARON" has the meaning given to that term in Schedule [●] (Compounded SARON).

["Credit Adjustment Spread" means, in relation to an Interest Period for a Compounded Rate Loan, the rate, expressed as a percentage rate per annum, specified in column B for the relevant length of Interest Period specified in column A:

⁵ Users should consider the appropriateness of this concept in the context of the relevant transaction. In particular, the extent to which Break Costs are relevant for Compounded Rate Loans will depend on the structuring of the relevant transaction, the funding arrangements in place and the level of protection required against costs associated with prepayments.

⁶ The addition of a Credit Adjustment Spread is intended to address the issue of potential transfer of economic value from one party to another as a result of the replacement of LIBOR by the Compounded Reference Rate and allows for the Margin to remain unchanged despite the rate switch.

<i>Column A Length of Interest Period</i>	<i>Column B Applicable Credit Adjustment Spread</i>
[●]	[●]
[●]	[●]
[●]	[●]] ⁷

OR, ALTERNATIVELY:

["Credit Adjustment Spread" means, in relation to an Interest Period for a Compounded Rate Loan:

- (a) *the applicable credit adjustment spread for transactions in CHF for a period equal in length to the Interest Period of that Compounded Rate Loan, as fixed and published by Bloomberg Index Services Limited (or any successor or replacement institution) upon a 'Spread Adjustment Fixing Date' (as defined in the 'IBOR Fallback Rate Adjustments Rule Book' published by the International Swaps and Derivatives Association, Inc. and Bloomberg Index Services Limited on 22 April 2020) on or prior to the Rate Switch Date, expressed as a percentage rate per annum[, and, if that rate is less than [●], it shall be deemed to be [●]]; or*
- (b) *if the applicable credit adjustment spread referred to in paragraph (a) above has not yet been fixed by the Rate Switch Date nor by the last day of the Observation Period relating to that Interest Period, the credit adjustment spread for the Interest Period of that Compounded Rate Loan, expressed as a percentage rate per annum, [as agreed between the [Company] and the Agent [(acting on the instruction of the [Majority Lenders])]/[as specified by the Agent [(acting on the instruction of the [Majority Lenders])]] in good faith and in a commercially reasonable manner, to be consistent with industry-accepted practices for syndicated loans in CHF, in order to reduce or eliminate, to the extent reasonably practicable under the circumstances, any transfer of economic value from one Party to another as a result of the replacement of LIBOR by the Compounded Reference Rate[, it being understood that the credit adjustment spread determined pursuant to this paragraph (b) shall not be less than [●]];⁸ or*
- (c) *if the applicable credit adjustment spread referred to in paragraph (a) above has not yet been fixed by the Rate Switch Date but has been fixed on or prior to the last day of the Observation Period relating to that Interest Period, that applicable fixed credit adjustment spread, expressed as a percentage rate per annum, [and, if that rate is less than [●], it shall be deemed to be [●]].]*

"Index Cessation Effective Date with respect to SARON" means, in respect of an Index Cessation Event with respect to SARON, the earliest of:

- (a) *(in the case of an Index Cessation Event with respect to SARON described in paragraph (a) of the definition thereof) the date on which the SARON Administrator ceases to provide the Swiss Average Rate Overnight;*

⁷ Users may wish to choose this alternative if the credit adjustment spreads as calculated and published by Bloomberg Index Services Limited (or any successor or replacement institution) have been fixed on or prior to the date of the Amendment Agreement.

⁸ As an alternative to the proposal in paragraph (b), users may wish to consider agreeing on (i) a fixed rate similar to the ratchet shown above or (ii) specifying the methodology for determining the applicable Credit Adjustment Spread in the current version of paragraph (b) instead of "industry-accepted practices for syndicated loans in CHF".

- (b) *(in the case of an Index Cessation Event with respect to SARON described in subparagraph (b)(i) of the definition thereof) the latest of:*
- (i) *the date of such statement or publication;*
 - (ii) *the date, if any, specified in such statement or publication as the date on which the Swiss Average Rate Overnight will no longer be representative; and*
 - (iii) *if an Index Cessation Event with respect to SARON described in subparagraph (b)(ii) of the definition thereof has occurred on or prior to either or both dates specified in subparagraphs (i) and (ii) of this paragraph (b), the date as of which the Swiss Average Rate Overnight may no longer be used; and*
- (c) *(in the case of an Index Cessation Event with respect to SARON described in subparagraph (b)(ii) of the definition thereof) the date as of which the Swiss Average Rate Overnight may no longer be used.*

"Index Cessation Event with respect to SARON" means the occurrence of one or more of the following events:

- (a) *a public statement or publication of information by or on behalf of the SARON Administrator, or by any competent authority, announcing or confirming that the SARON Administrator has ceased or will cease to provide the Swiss Average Rate Overnight permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Swiss Average Rate Overnight; or*
- (b) *a public statement or publication of information by the SARON Administrator or any competent authority announcing that:*
 - (i) *the Swiss Average Rate Overnight is no longer representative or will as of a certain date no longer be representative; or*
 - (ii) *the Swiss Average Rate Overnight may no longer be used after a certain date, which statement, is applicable to (but not necessarily limited to) syndicated financing.*

"Observation Period" means, in respect of an Interest Period, the period from, and including, the day falling five SIX Business Days prior to the first day of that Interest Period and ending on, but excluding, the day falling five SIX Business Days prior to the last day of that Interest Period.⁹

"Rate Switch Date" means, [the Effective Date]/[[●] 2021] or any later date agreed between the [Company] and the Agent (acting on the instruction of the [Majority Lenders]).

"Recommended Adjustment Spread" means, with respect to any Recommended Replacement Rate, the spread or formula or methodology for calculating such a spread:

- (a) *that the Recommending Body has formally designated, nominated or recommended to be applied to such Recommended Replacement Rate in the case of syndicated loans with respect to which such Recommended Replacement Rate has replaced the Swiss*

⁹ Users should note that if an Interest Period for a Compounded Rate Loan is shortened by operation of Clause [10.2A] (*Shortening of Interest Periods for Compounded Rate Loans*), this definition will result in a shortening of the corresponding Observation Period.

Average Rate Overnight as the reference rate for purposes of determining the applicable rate of interest thereon; or

- (b) *(if the Recommending Body has not formally designated, nominated or recommended such a spread, formula or methodology) to be applied to such Recommended Replacement Rate in order to reduce or eliminate, to the extent reasonably practicable under the circumstances, any transfer of economic value from one Party to another as a result of the replacement of the Swiss Average Rate Overnight by such Recommended Replacement Rate for purposes of determining SARON, which spread shall be determined by the Agent, acting in good faith and in a commercially reasonable manner, and shall be consistent with industry-accepted practices for syndicated loans with respect to which such Recommended Replacement Rate has replaced the Swiss Average Rate Overnight as the reference rate for purposes of determining the applicable rate of interest thereon[,*

and if, in either case, that spread (or the spread calculated on the basis of that formula or methodology) is less than [●], will be deemed to be [●].

"Recommended Replacement Rate" *means the rate that has been formally designated, nominated or recommended as the replacement for the Swiss Average Rate Overnight by the Recommending Body.*

"Recommending Body" *means the National Working Group on Swiss Franc Reference Rates (NWG) that was founded in 2013 for purposes of, amongst other things, considering proposals to reform reference interest rates in Switzerland, or any other working group or committee in Switzerland organised in the same or a similar manner as the NWG.*

"Reference Rate" *means:*

- (a) *in respect of any Term Rate Loan, LIBOR; or*
- (b) *in respect of any Compounded Rate Loan the Compounded Reference Rate.*

"Relevant Time" *means, in respect of any SIX Business Day, close of trading on SIX Swiss Exchange on such SIX Business Day, which is expected to be on or around 6 p.m. (Zurich time).*

"Reporting Day" *means, in relation to any Interest Period for a Compounded Rate Loan:*

- (a) *the day falling five SIX Business Days prior to the last day of that Interest Period and, if that day is not a Business Day, the immediately following Business Day; or*
- (b) *if the day determined pursuant to paragraph (a) above has already lapsed as a result of the operation of paragraph (a) of Clause [10.2A] (Shortening of Interest Periods for Compounded Rate Loans), the day falling [one] Business Day[s] after the Agent giving notice to the Lenders under paragraph (c) of Clause [10.2A] (Shortening of Interest Periods for Compounded Rate Loans).*

"SARON" *means, in respect of any SIX Business Day:*

- (a) *the Swiss Average Rate Overnight for that SIX Business Day published by the SARON Administrator under the heading SRFXON3 on the SARON Administrator Website at the Relevant Time on that SIX Business Day; or*
- (b) *if the rate referred to in paragraph (a) above is not published on the SARON Administrator Website at the Relevant Time on that SIX Business Day and an Index*

Cessation Event with respect to SARON and an Index Cessation Effective Date with respect to SARON have not both occurred at or prior to the Relevant Time on that SIX Business Day, the Swiss Average Rate Overnight published by the SARON Administrator on the SARON Administrator Website for the immediately preceding SIX Business Day on which the Swiss Average Rate Overnight was published by the SARON Administrator on the SARON Administrator Website; or

- (c) *if the rate referred to in paragraph (a) above is not published on the SARON Administrator Website at the Relevant Time on that SIX Business Day and an Index Cessation Event with respect to SARON and an Index Cessation Effective Date with respect to SARON have both occurred at or prior to the Relevant Time on that SIX Business Day:*
 - (i) *if there is a Recommended Replacement Rate within one SIX Business Day of the Index Cessation Effective Date with respect to SARON, the Recommended Replacement Rate for that SIX Business Day, giving effect to the Recommended Adjustment Spread, if any, published on that SIX Business Day; or*
 - (ii) *if there is no Recommended Replacement Rate within one SIX Business Day of the Index Cessation Effective Date with respect to SARON:*
 - (A) *until there is a Recommended Replacement Rate for that SIX Business Day: the SNB Policy Rate for that SIX Business Day, giving effect to the SNB Adjustment Spread, if any; and*
 - (B) *once there is a Recommended Replacement Rate for that SIX Business Day: the Recommended Replacement Rate for that SIX Business Day, giving effect to the Recommended Adjustment Spread, if any, published on that SIX Business Day.*

"SARON Administrator" *means SIX Swiss Exchange or any successor administrator of the Swiss Average Rate Overnight.*

"SARON Administrator Website" *means the website of the SARON Administrator.*

"SIX Business Day" *means a day (other than a Saturday or Sunday) which is not marked as currency holiday for CHF in the Trading & Currency Holiday Calendar published by SIX Swiss Exchange.*

"SIX Swiss Exchange" *means SIX Swiss Exchange Ltd. and any successor thereto.*

"SNB Adjustment Spread" *means, with respect to the SNB Policy Rate, the spread to be applied to the SNB Policy Rate in order to reduce or eliminate, to the extent reasonably practicable under the circumstances, any transfer of economic value from one Party to another as a result of the replacement of the Swiss Average Rate Overnight by the SNB Policy Rate for purposes of determining SARON, which spread shall be determined by the Agent, acting in good faith and in a commercially reasonable manner[, taking into account the historical median between the Swiss Average Rate Overnight and the SNB Policy Rate during the two year period ending on the date on which the Index Cessation Event with respect to SARON occurred (or, if more than one Index Cessation Event with respect to SARON has occurred, the date on which the first of such events occurred)].*

"SNB Policy Rate" *means the policy rate of the Swiss National Bank (SNB Leitzins).*

"Term Rate Loan" means any Loan or, if applicable, Unpaid Sum which is not a Compounded Rate Loan.

2. Replacement of paragraph (b) of Clause [8.7] (Restrictions)

- (b) *Any prepayment under this Agreement shall be made together with accrued interest (once determined) on the amount prepaid and, subject to any Break Costs, without premium or penalty.*

3. Insertion of new clause [9A.] (Rate switch):

[9A.] RATE SWITCH

[9A.1] Switch to Compounded Reference Rate

[Subject to Clause [9A.2] (Delayed switch for existing Term Rate Loans), on]/[On] and from the Rate Switch Date:

- (a) *the use of the Compounded Reference Rate will replace the use of LIBOR for the calculation of interest for Loans; and*
- (b) *any Loan or Unpaid Sum shall be a "Compounded Rate Loan".*

[[9A.2] Delayed switch for existing Term Rate Loans

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

- (a) *that Loan shall continue to be a Term Rate Loan for that Interest Period;*
- (b) *the Reference Rate for that Loan for that Interest Period shall remain unchanged; and*
- (c) *on and from the first day of the next Interest Period (if any) for that Loan, that Loan shall be a "Compounded Rate Loan".]*

OR, ALTERNATIVELY:

[[9A.3] Early termination of Interest Periods for existing Term Rate Loans

If an Interest Period for a Term Rate Loan would otherwise end on a day which falls after the Rate Switch Date, that Interest Period will instead end on the Rate Switch Date for that Term Rate Loan.]¹⁰

4. Replacement of Clause [9.1] (Calculation of interest):

[9.1] Calculation of interest

The rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

¹⁰ Clause [9A.3] is an alternative to Clause [9A.2]. Note that the effect of Clause [9.3] (*Payment of interest*) means that accrued interest will be payable on the Rate Switch Date. The Agent may wish to consider the impact on any break cost on the Lenders' refinancing resulting from the shortening of the Interest Period under Clause [9A.3].

- (a) *Margin; and*
- (b) *Reference Rate.*

5. Replacement of Clause [9.2] (*Payment of interest*):

[9.2] *Payment of interest*¹¹

The Borrower to which a Loan has been made shall pay accrued interest on that Loan on the last day of each Interest Period (and, in relation to any Term Rate Loan only, if the Interest Period is longer than [six] Months, on the dates falling at [three]-monthly intervals after the first day of the Interest Period).

6. Replacement of Clause [9.4] (*Notification of rates of interest*):

[9.4] *Notification of rates of interest*

- (a) *The Agent shall promptly notify the Lenders and the [relevant] Borrower of the determination of a rate of interest under this Agreement.*
- [(b) *The Agent shall promptly notify the [relevant] Borrower of each Funding Rate relating to a Loan.*]
- [(c) *This Clause [9.4] shall not require the Agent to make any notification to any Party on a day which is not a Business Day.*]

7. Replacement of paragraph [(d)] of Clause [10.1] (*Selection of Interest Periods*):

[10.1] *Selection of Interest Periods*¹²

- (d) *Subject to this Clause [9], [the]/[a] Borrower[(or the Company)] may select an Interest Period of [one, three or six] Months if the Loan is a Compounded Rate Loan or, if the Loan is a Term Rate Loan, of [one, two, three, six or twelve] Months or, in either case, of any other period agreed between the [Company], the Agent and all the Lenders in relation to the relevant Loan.*

8. Insertion of new clause [10.2A] (*Shortening of Interest Periods for Compounded Rate Loans*):¹³

[10.2A] *Shortening of Interest Periods for Compounded Rate Loans*

- (a) *If any principal amount outstanding under a Compounded Rate Loan becomes due for repayment or prepayment prior to the end of the current Interest Period for that Compounded Rate Loan, that Interest Period shall (in relation to that principal amount only) instead end on the due date for that principal amount for the purpose of calculating accrued interest on that principal amount (and for no other purpose under this Agreement). For the avoidance of doubt, the Interest Period for any Compounded Rate Loan (including any part thereof) that does not become due for repayment or prepayment prior to the end of the current Interest Period for that Compounded Rate Loan remains unchanged.*

¹¹ This amendment is only needed if the underlying agreement provides for interim interest payments for Term Rate Loans (e.g. every three Months).

¹² We understand that an Interest Period of six Months will be the maximum possible for Compounded Rate Loans in CHF. This amendment may not be needed if the underlying agreement already only allows for the selection of Interest Periods of one, three and/or six Months.

¹³ This clause is intended to enable the Agent to calculate accrued interest on a Compounded Rate Loan in the case of the occurrence of an intra-Interest Period event (such as a prepayment or an acceleration).

- (b) *Payment of accrued interest remains governed by paragraph (b) of Clause [8.7] (Restrictions) and Clause [9.3] (Payment of interest), respectively.*
- (c) *If this Clause [10.2A] applies to any Compounded Rate Loan, the Agent shall promptly notify the Lenders and the [relevant] Borrower.*

9. Replacement of Clause [11.3] (Market disruption):

[11.3] Market disruption

- (a) *In the case of a Term Rate Loan, if before close of business [in London] on the Quotation Day for the relevant Interest Period the Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed [●] per cent. of that Loan) that its cost of funds relating to its participation in that Loan would be in excess of LIBOR, then Clause [11.4] (Cost of funds) shall apply to that Loan for the relevant Interest Period.*
- (b) *In the case of a Compounded Rate Loan, if before close of business [in Zurich] on a Business Day following the Reporting Day for that Loan, the Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed [●] per cent. of that Loan) that the cost to it of funding its participation in that Loan from whatever source it may reasonably select would be in excess of that Compounded Reference Rate, Clause [11.4] (Cost of funds) shall apply to that Loan for the relevant Interest Period.*

10. Replacement of Clause [11.4] (Cost of funds):

[11.4] Cost of funds

- (a) *If this Clause [11.4] applies to a Loan for an Interest Period, Clause [9.1] (Calculation of interest) shall not apply to that Loan for that Interest Period and the rate of interest on each Lender's share of that Loan for that Interest Period shall be the percentage rate per annum which is the sum of:*
 - (i) *the applicable Margin; and*
 - (ii) *the rate notified to the Agent by that Lender as soon as practicable and in any event:*
 - (A) *in relation to a Term Rate Loan, by close of business on the date falling [one] Business Day[s] after the Quotation Day (or, if earlier, on the date falling [one] Business Day[s] before the date on which interest is due to be paid in respect of that Interest Period for that Loan); or*
 - (B) *in relation to a Compounded Rate Loan, by close of business on the date falling [two] Business Days[s] after the Reporting Day for the relevant Loan,*

to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in that Loan from whatever source it may reasonably select.
- (b) *If this Clause [11.4] applies and the Agent or the [Company] so requires, the Agent and the [Company] 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 all the Lenders and the [Company], be binding on all Parties.*
- (d) *If this Clause [11.4] applies pursuant to Clause [11.3] (Market disruption) and:*
 - (i) *a Lender's Funding Rate is less than LIBOR or, in relation to any Compounded Rate Loan, the Compounded Reference Rate applicable to the relevant Interest Period; or*
 - (ii) *a Lender does not supply a quotation by the time specified in paragraph (a)(ii) above,*
the cost to that Lender of funding its participation in that Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above:
 - (A) *in relation to a Term Rate Loan to be LIBOR; or*
 - (B) *in relation to a Compounded Rate Loan, to be the Compounded Reference Rate applicable to the relevant Interest Period.*

11. Replacement of Clause [35.3] (*Other exceptions*):

[35.3] *Other exceptions*

- (a) *An amendment or waiver which relates to the rights or obligations of the Agent or the Arranger (each in their capacity as such) may not be effected without the consent of the Agent or the Arranger, as the case may be.*
- (b) *If the Agent:*
 - (i) *is required to use a Recommended Replacement Rate or the SNB Policy Rate pursuant to sub-paragraph (c)(i) or (c)(ii) of the definition of "SARON" for purposes of determining SARON for any SIX Business Day; and*
 - (ii) *determines that any changes to the definitions of Interest Period, Observation Period, Relevant Time, SARON, SARON Administrator, SARON Administrator Website or SIX Business Day are necessary in order to use such Recommended Replacement Rate (and any Recommended Adjustment Spread) or the SNB Policy Rate (and any SNB Adjustment Spread), as the case may be,*
it shall[, if so directed by the Majority Lenders.] specify any amendments to the definitions of Interest Period, Observation Period, Relevant Time, SARON, SARON Administrator, SARON Administrator Website or SIX Business Day, which it deems necessary. The Agent shall promptly notify the other Parties of any amendments so specified by the Agent. Any amendments so specified by the Agent shall be binding on each of the Parties.

12. **Amendment of Clause [32.2] (Certificates and determinations):**

[32.2] Certificates and determinations

- (a) Subject to paragraph (b) below, any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.
- (b) Notwithstanding any erroneous calculation, any certification or determination by the Agent of any applicable Compounded SARON shall be deemed to be accepted by the Parties unless objected to by either Party within [●] Business Days of the Agent's notice to the Parties of that certification or determination.

13. **Insertion of new Schedule [●] (Compounded SARON):**

**SCHEDULE [●]
Compounded SARON**

[OPTION 1: Lookback with observation shift]

["**Compounded SARON**" means, in respect of an Interest Period for a Compounded Rate Loan, the SARON as compounded for the Observation Period (i.e. using a lookback with a five SIX Business Days shift methodology). It is expressed as a percentage rate per annum determined by the Agent in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest one ten-thousandth of a percentage point, with 0.00005 being rounded upwards):

$$\left[\prod_{i=1}^{d_b} \left(1 + \frac{SARON_{i-5} \times n_{i-5}}{360} \right) - 1 \right] \times \frac{360}{d_c}$$
$$d_c = \sum_{i=1}^{d_b} n_{i-5}$$

where:

" d_b " means the number of SIX Business Days in the relevant Interest Period;

" d_c " means the number of calendar days in the Observation Period.

" i " means the series of whole numbers from one to d_b , labelling the days in the Interest Period, i.e. $i=1$ means the first day in the Interest Period;

" n_i " means the number of calendar days SARON _{i} applies; and

"SARON _{i} " means the SARON on SIX Business Day i and "SARON _{$i-5$} " indicates the SARON on the day falling five SIX Business Days before SIX Business Day i .]¹⁴

¹⁴ Based on the NWC's recommendation, no floor will be applied to SARON _{i} itself. Instead, the floor is applied only at the level of the Compounded Reference Rate.

[OPTION 2: Lookback without observation shift]

["**Compounded SARON**" means, in respect of an Interest Period for a Compounded Rate Loan, the SARON as compounded for the Observation Period, but using weightings according to the number of days in the Interest Period (i.e. using a lookback with a five SIX Business Days lag methodology). It is expressed as a percentage rate per annum determined by the Agent in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest one ten-thousandth of a percentage point, with 0.00005 being rounded upwards):

$$\left[\prod_{i=1}^{d_b} \left(1 + \frac{SARON_{i-5} \times n_i}{360} \right) - 1 \right] \times \frac{360}{d_c}$$

$$d_c = \sum_{i=1}^{d_b} n_i$$

where:

"**d_b**" means the number of SIX Business Days in the relevant Interest Period;

"**d_c**" means the number of calendar days in the Interest Period.

"**i**" means the series of whole numbers from one to **d_b**, labelling the days in the Interest Period, i.e. **i=1** means the first day in the Interest Period;

"**n_i**" means the number of calendar days SARON_i applies; and

"**SARON_i**" means the SARON on SIX Business Day **i** and "**SARON_{i-5}**" indicates the SARON on the day falling five SIX Business Days before SIX Business Day **i**.]¹⁵

¹⁵

Based on the NWG's recommendation, no floor will be applied to SARON_i itself. Instead, the floor is applied only at the level of the Compounded Reference Rate.

**SIGNATURE PAGE
AMENDMENT AGREEMENT**

[To be completed]