



Ref: The Counter-Guarantee Facility under the Horizon 2020 Framework Programme with respect to Research and Innovation driven SMEs and Mid-Caps – Open Call for Expression of Interest to select Financial Intermediaries published on 4 August 2014 (updated on 15 June 2016 and 6 April 2020)

The European Investment Fund (the “EIF”) hereby offers to any Financial Intermediary that has already entered into a Counter-Guarantee Agreement with the EIF where the Eligibility Criteria are provided in Schedule 2 (*Eligibility Criteria*) before 13 May 2020 to amend the Counter-Guarantee Agreement with the purpose of reflecting some of the updated terms set out in the Termsheet (updated on 6 April 2020 (the “Offer”).

The proposed amendments to Recitals (A) and (B), Clauses 1.1 (*Definitions*), 4.1 (*Eligibility Criteria*), 5.3 (*Exclusion process*), 15.3 (*Maintenance of records – authorisations*) and Schedules 1 (*Specific Terms*), 2 (*Eligibility Criteria*), 7 Part A (*Form of Inclusion Notice*), 7 Part B (*Form of Report*) and 16 (*Subordinated Debt*) of the Counter-Guarantee Agreement (as applicable), as well as the introduction of a new Schedule 17 (*COVID-19 Support*), are set out in the Form of Amendment for Counter-Guarantee Agreements herein.

In the event of any inconsistency between the terms of the Counter-Guarantee Agreement and this Offer (e.g., in the numbering of the relevant provisions), the Counter-Guarantee Agreement shall be construed so as to give effect to the substance of the amendments set out in this Offer.

Any Financial Intermediary that wishes to accept this Offer shall send to the EIF a duly signed letter substantially in the Form of Acceptance for Counter-Guarantee Agreements (the “**Acceptance**”) herein. Detailed execution instructions are also provided herein.

The amendment to the Counter-Guarantee Agreement made pursuant to the agreement reached by the Offer and the Acceptance will take effect as of (and including) 6 April 2020.

This Offer is final and no additional conditions or counter-proposals can be accepted. This Offer remains valid until 30 June 2020. No Acceptance can be made after such date.

In case of an umbrella Counter-Guarantee Agreement entered into between the EIF, a Financial Intermediary and a Coordination Entity, the Acceptance shall be returned by the Coordination Entity and signed by both the Coordination Entity and the Financial Intermediary. In the remaining cases, the Acceptance shall be returned by the Financial Intermediary and signed by both the Financial Intermediary and any other original signatory of the Counter-Guarantee Agreement (e.g., any Participating Entity, Originating Entity or Fund).

Intermediaries should take note of the implications of the application of a new counter-guarantee rate for COVID-19 Support Working Capital Sub-Operations. Such transactions can benefit from a higher counter-guarantee rate than other Sub-Operations. As a result, the same Counter-Guarantee may support Sub-Operations benefiting from two different counter-guarantee rates. In that case, the maximum amount counter-guaranteed under the Counter-Guarantee will remain the same. However, Intermediaries have to ensure that the counter-guaranteed portion of the Sub-Operations does not exceed the Maximum Counter-Guarantee Amount. Intermediaries are invited to contact their EIF transaction officer in case they have any queries in this regard.

InnovFin SME Guarantee Facility: Information note to Financial Intermediaries

Capitalised terms used in this Offer shall, unless otherwise defined herein, have the meanings attributed to them in the Open Call for Expression of Interest. This does not apply to capitalised terms used in the Form of Amendment for Counter-Guarantee Agreements or the Acceptance herein.

This Offer and any non-contractual obligations arising out of or in connection with it are governed by English law.

Authorised for and on behalf of the EIF:

Alain Godard
Chief Executive of the European Investment Fund

FORM OF AMENDMENT FOR COUNTER-GUARANTEE AGREEMENTS

The definitions of **Large Mid-Cap**, **Maximum Revolving Final Recipient Transaction Maturity**, **Minimum Final Recipient Transaction Maturity**, **Portfolio Eligibility Criteria** and **Revolving Final Recipient Transaction** within Clause 1.1 (*Definitions*) of the Counter-Guarantee Agreement shall be amended in their entirety to read as follows:

*“**Large Mid-Cap**” means an enterprise within the meaning of Article 1 of the Title I of the Annex of the Commission Recommendation which has between (and including) 500 and 3,000 employees calculated in accordance with Articles 3, 4, 5 and 6 of the Title I of the Annex of the Commission Recommendation.”*

*“**Maximum Revolving Final Recipient Transaction Maturity**” means in respect of any Revolving Final Recipient Transaction, six (6) years (the maturity of the Revolving Final Recipient Transaction being rounded down to the nearest full calendar quarter) or such shorter period as specified in the Specific Terms.”*

*“**Minimum Final Recipient Transaction Maturity**” means, unless a longer period is specified in the Specific Terms, twelve (12) months or, in the case of Final Recipient Transactions taking the form of Bridge Finance, six (6) months.”*

*“**Portfolio Eligibility Criteria**” means (i) the eligibility criteria set out in section 6 (Portfolio Eligibility Criteria) of Schedule 2 (Eligibility Criteria), and (ii) the Additional Eligibility Criteria that are specified as “Portfolio Eligibility Criteria” in the Specific Terms if any.”*

*“**Revolving Final Recipient Transaction**” means a Final Recipient Transaction in the form of a loan (which shall include an overdraft line of credit, liquidity lines of credit and exclude any credit or loan resulting from utilisation of credit card limits) to a Final Recipient that can use, on a revolving basis, the financing available for a specified period through one or more drawdowns and repayments up to the Credit Limit Amount, including by settling obligations arising from a letter of credit.”*

The following new definition of Bridge Finance shall be added to Clause 1.1 (Definitions) of the Counter-Guarantee Agreement in alphabetical order:

*“**Bridge Finance**” means any Final Recipient Transaction that includes working capital financing and where the purpose is to provide short-term interim financing/funding necessary until ordinary financing conditions and business operations are restored and a longer-term financing can be provided.”*

Clause 4.1 (*Eligibility Criteria*) of the Counter-Guarantee Agreement shall be amended in its entirety to read as follows:

“4.1 *Eligibility Criteria*

*Subject to Clauses 4.2 (Time of compliance) and 4.3 (Included Sub-Operations deemed eligible), the Portfolio shall only contain Sub-Operations which comply with the following criteria (such transactions, “**Eligible Sub-Operations**” and such criteria, the “**Eligibility Criteria**”):*

- (a) each of the Sub-Operation Eligibility Criteria,*
- (b) each of the Sub-Intermediary Eligibility Criteria, and*
- (c) each of the Portfolio Eligibility Criteria.”*

Clause 5.3.3 of Clause 5.3 (Exclusion Process) of the Counter-Guarantee Agreement shall be amended in its entirety to read as follows:

“5.3.3. Notwithstanding Clause 5.3.2 above, if a Sub-Operation included in the Portfolio is or becomes a Non-Eligible Sub-Operation (X) as a result only of events or circumstances beyond the control of the Intermediary and (Y) the Intermediary becomes aware of any such event or circumstance at any time after the date on which it was included in the Portfolio (and could not, acting diligently, have become aware thereof prior to such date) and

(a) if the Intermediary became aware thereof prior to any payment demand relating to the Final Recipient Transaction covered by such Sub-Operation being served by the Sub-Intermediary to the Intermediary or could, acting diligently, have become aware thereof prior to such date, then the Intermediary may either:

(i) procure that all amounts owed to the relevant Sub-Intermediary by the relevant Final Recipient under such Final Recipient Transaction are accelerated or that such Final Recipient Transaction is otherwise terminated, no later than the Report Date immediately following

(a) the date on which it became aware of the same or could, acting diligently, have become aware thereof, or

(b) if applicable, in the case of Subordinated Debt Transactions where the Sub-Intermediary was prevented by the applicable contractual terms on intercreditor arrangements or laws and regulations from accelerating or otherwise terminating the Subordinated Debt Transaction on the date on which it became aware of the same, the date when acceleration or early termination became allowed under such contractual terms or applicable laws and regulations (such acceleration or termination being, in the case of each of item (a) above or this item (b), an “Acceleration Event”),

and the relevant Sub-Operation will remain a Covered Sub-Operation from the date on which it was included in the Portfolio (but, for the avoidance of doubt, without prejudice to the requirements of Clause 3 (Counter-Guarantee) for Covered Sub-Operations unless it is for any other reason excluded from the Portfolio and ceases to be a Covered Sub-Operation pursuant to this Clause 5.3 (Exclusion process)); or

(ii) not proceed to an Acceleration Event, in which case Clause 5.3.2 will apply;

(b) if the Intermediary became aware thereof at any time after a payment demand relating to the Final Recipient Transaction covered by such Sub-Operation was served by the Sub-Intermediary to the Intermediary and the Intermediary could not, acting diligently, have become aware thereof prior to such date, then such Sub-Operation shall be deemed to be a Covered Sub-Operation for the purpose of such Payment Demand (and, for the avoidance of doubt, clawback under Clause 10 (Right of clawback) will not apply with respect to payments already made with respect to such Sub-Operation)

(but, for the avoidance of doubt, without prejudice to the requirements of Clause 3 (Counter-Guarantee) for Covered Sub-Operations unless it is for any other reason excluded from the Portfolio and ceases to be a Covered Sub-Operation pursuant to this Clause 5.3 (Exclusion process)).”

Section 7 (*Financial Benefit and other financial terms*) of Schedule 1 (*Specific Terms*) of the Counter-Guarantee Agreement shall be supplemented by the addition of the provisions below:

“7. *Financial Benefit and other financial terms*

With respect to each COVID-19 Support Working Capital Sub-Operation:

- 1) *For the purposes of the definition of “Financial Benefit”, the level of the reduction of the guarantee fee rate shall be equivalent to the product of (a) the relevant Counter-Guarantee Rate applicable to the Sub-Operation, (b) the guarantee rate of the Sub-Operation, and (c) the difference between (i) the customary credit risk spread applicable to the Final Recipient Transaction (prior to cover by the Counter-Guarantee) and (ii) the cost of the Counter-Guarantee;*
- 2) *The Financial Benefit shall be calculated at the time the Final Recipient Transaction is entered into; and*
- 3) *In no case shall the overall interest rate of a Final Recipient Transaction covered by the Counter-Guarantee (including, for the avoidance of doubt, Final Recipient Transactions entered into with Large Mid-Caps) after taking into account the Counter-Guarantee Fee be higher than the overall interest rate of such Final Recipient Transaction if it was not covered by a Sub-Operation included in the Portfolio.”*

A new section 8.4 shall be added to section 8 (*Final Recipient Transactions*) of Schedule 1 (*Specific Terms*) of the Counter-Guarantee Agreement as follows:

“8.4 COVID-19 Support

- (a) *Schedule 17 (COVID-19 Support) will apply.*
- (b) *The Counter-Guarantee Rate applicable to COVID-19 Support Working Capital Sub-Operations shall be (i) either 50%, 60%, 70% or 80%, and (ii) applicable from a date falling between (and including) 6 April 2020 and 30 June 2020, in each case as indicated by the Intermediary in the Acceptance.*

For the avoidance of doubt, section 6 (Counter-Guarantee Rate) of the Specific Terms shall remain applicable with respect to all Covered Sub-Operations that are not COVID-19 Support Working Capital Sub-Operations.

- (c) **“Maximum Counter-Guarantee Amount”** *means the product of (i) the Counter-Guarantee Rate applicable with respect to all Covered Sub-Operations that are not COVID-19 Support Working Capital Sub-Operations, as set out in section 6 (Counter-Guarantee Rate) of the Specific Terms, and (ii) the Agreed Portfolio Volume.”*

Section 4 (Final Recipient Transaction Eligibility Criteria) of Schedule 2 (Eligibility Criteria) of the Counter-Guarantee Agreement shall be amended in its entirety to read as follows:

“4. Final Recipient Transaction Eligibility Criteria

“Final Recipient Transaction Eligibility Criteria” means the following criteria:

No.	Final Recipient Transaction Eligibility Criteria	Time of Compliance
1.	<i>The Final Recipient Transaction shall be newly originated.</i>	<i>Continuing</i>
2.	<i>The Final Recipient Transaction shall be entered into by the Sub-Intermediary by the Inclusion Period End Date.</i>	<i>Continuing</i>
3.	<i>The purpose of the Final Recipient Transaction shall be (1) an investment in tangible or intangible assets, (2) working capital, including Bridge Finance, or (3) business transfers.</i>	<i>Continuing</i>
4.	<i>The Final Recipient Transaction shall not be in the form of equity or a Quasi-Equity Transaction.</i>	<i>Continuing</i>
5.	<i>If the Final Recipient Transaction is permitted to be in the form of a lease as set out in Schedule 1 (Specific Terms), it shall be in the form of a Finance Lease.</i>	<i>Continuing</i>
6.	<i>If the Final Recipient Transaction is permitted to be in the form of a bond as set out in Schedule 1 (Specific Terms), it shall be in the form of a Mini Bond.</i>	<i>Continuing</i>
7.	<i>The Final Recipient Transaction shall not be in the form of subordinated debt, unless it is specified in the Specific Terms that Subordinated Debt Transactions shall be permitted in the Portfolio.</i>	<i>Continuing</i>
8.	<i>If the Final Recipient Transaction is a Subordinated Debt Transaction, the Final Recipient shall be an SME or a Small Mid-Cap.</i>	<i>Final Recipient Transaction Signing Date</i>
9.	<i>The amount committed by the Sub-Intermediary under the Final Recipient Transaction shall not be lower than the Minimum Final Recipient Transaction Committed Amount, other than (i) as a result of a Permitted Final Recipient Transaction Amendment, or (ii) in the case where the Final Recipient Transaction satisfies any of the Innovation and Digitalisation Eligibility Criteria listed in paragraph 5 of section 5 (Innovation and Digitalisation Eligibility Criteria) of this Schedule 2.</i>	<i>Final Recipient Transaction Signing Date</i>
10.	<i>The amount committed by the Sub-Intermediary under the Final Recipient Transaction shall not exceed the Maximum Final Recipient Transaction Committed Amount.</i>	<i>Continuing</i>

- | | | |
|-----|---|---|
| 11. | <i>The Final Recipient Transaction shall have a pre-determined repayment schedule or be a Revolving Final Recipient Transaction, provided that this eligibility criterion shall not affect the Intermediary's right to receive prepayments (either voluntarily or mandatorily) pursuant to the terms of a Final Recipient Transaction.</i> | Continuing |
| 12. | <p><i>The Final Recipient Transaction's maturity shall:</i></p> <p style="margin-left: 20px;"><i>(a) not be lower than the Minimum Final Recipient Transaction Maturity, and</i></p> <p style="margin-left: 20px;"><i>(b) in respect of</i></p> <p style="margin-left: 40px;"><i>(i) any Final Recipient Transaction that is not a Revolving Final Recipient Transaction, not exceed the Maximum Final Recipient Transaction Maturity other than as a result of a Permitted Final Recipient Transaction Amendment, or</i></p> <p style="margin-left: 40px;"><i>(ii) any Revolving Final Recipient Transaction, not exceed the Maximum Revolving Final Recipient Transaction Maturity.</i></p> | Continuing |
| 13. | <i>With respect to Final Recipients that are SMEs or Small Mid-Caps, if the Financial Benefit has not been passed directly by the Intermediary or Sub-Intermediary to the Final Recipient, the customary risk spread applicable to the relevant Final Recipient Transaction covered by a Sub-Operation included in the Portfolio shall be reduced by the Sub-Intermediary taking into account the level of the Financial Benefit.</i> | Continuing |
| 14. | <i>The Final Recipient Transaction shall not be affected by an Irregularity or fraud.</i> | Continuing |
| 15. | <i>The Final Recipient Transaction shall be denominated in the Base Currency or Additional Currency.</i> | Continuing |
| 16. | <i>The documents governing the Final Recipient Transactions are legal, valid, binding and enforceable under applicable law.</i> | Continuing |
| 17. | <i>The Additional Eligibility Criteria that are specified as "Final Recipient Transaction Eligibility Criteria" in the Specific Terms, if any.</i> | <i>As indicated in the Specific Terms, if applicable"</i> |

Paragraph 5 of section 5 (*Innovation and Digitalisation Eligibility Criteria*) of Schedule 2 (*Eligibility Criteria*) of the Counter-Guarantee Agreement shall be amended in its entirety to read as follows:

“5. *The Final Recipient intends to use the Final Recipient Transaction to invest in digitalisation of at least one of the following areas:*

- | | | |
|-----|--|--|
| (a) | <i>expanding or transforming of existing business models or creating new business models;</i> | <i>Final Recipient Transaction Signing Date</i> |
| (b) | <i>introducing or substantially enhancing digitalisation in supply chain management, including but not limited to interaction with suppliers, inventory management and participation in the supply chain of corporates or larger businesses;</i> | <i>Final Recipient Transaction Signing Date</i> |
| (c) | <i>enhancement in products or services or processes by integrating digital technologies in the business processes of the company, including the design, development or delivery to customers;</i> | <i>Final Recipient Transaction Signing Date</i> |
| (d) | <i>customer relationship management, including enhanced customer feedback systems or digital marketing capabilities;</i> | <i>Final Recipient Transaction Signing Date</i> |
| (e) | <i>business development and customer acquisition, including but not limited to via expansion to new markets, geographies or type of customers;</i> | <i>Final Recipient Transaction Signing Date</i> |
| (f) | <i>security of data or increasing business resilience against threats of cyberattacks;</i> | <i>Final Recipient Transaction Signing Date</i> |
| (g) | <i>integration of any of the innovative deep technologies (artificial intelligence, blockchain, drones and robotics, biotechnology, photonics, electronics advanced materials and quantum computing), in the operations of the Final Recipient; or</i> | <i>Final Recipient Transaction Signing Date</i> |
| (h) | <i>development of digital skills and training of new or existing employees in digital technologies or management of business in digital world.</i> | <i>Final Recipient Transaction Signing Date”</i> |

Section 6 (*Portfolio Eligibility Criteria*) of Schedule 2 (*Eligibility Criteria*) of the Counter-Guarantee Agreement shall be amended in its entirety to read as follows:

6. Portfolio Eligibility Criteria

“Portfolio Eligibility Criteria” means the following criteria:

No.	Portfolio Eligibility Criteria	Time of Compliance
1.	<p>The aggregate principal amount of all Covered Sub-Operations covering Final Recipient Transactions entered into with Final Recipients that are Large Mid-Caps (together with the aggregate principal amount of all Covered Sub-Operations covering Final Recipient Transactions entered into with Final Recipients that are Large Mid-Caps under all other (counter-)guarantee agreements entered into between the Parties under the InnovFin SME Guarantee Facility) shall not exceed the higher of:</p> <p>(a) EUR 30,000,000 or, if the Base Currency is not EUR, an equivalent amount in such Base Currency determined using the Relevant FX Rate on the Effective Date; and</p> <p>(b) an amount which is the lower of: (i) 15% of the aggregate Maximum Portfolio Volume of all (counter-)guarantee agreements entered into between the Parties under the InnovFin SME Guarantee Facility (for the purpose of this provision, “Maximum Portfolio Volume” shall mean as provided in each of the relevant agreements), and (ii) EUR 100,000,000 or, if the Base Currency is not EUR, an equivalent amount in such Base Currency determined using the Relevant FX Rate on the Effective Date.</p>	Sub-Operation Signing Date”

Schedule 7 Part A (*Form of Inclusion Notice*) of the Counter-Guarantee Agreement shall be amended in its entirety to read as follows:

“Schedule 7

Part A

Form of Inclusion Notice

To: *The European Investment Fund*
37B avenue J.F. Kennedy
L-2968 Luxembourg
Attention: InnovFin SME Guarantee Facility – Counter-Guarantee Agreement

From: *[Intermediary]*
[Date]

Dear Sir, Madam,

Re: *InnovFin SME Guarantee Facility – Counter-Guarantee Agreement dated [●] (the “Counter-Guarantee Agreement”) – Inclusion Notice*

Save as otherwise provided in this Inclusion Notice, terms defined in the Counter-Guarantee Agreement shall have the same meanings when used in this Inclusion Notice.

We herewith notify you that [we have entered into the Sub-Operation(s) set out in the Report sent to you on the same date as this Inclusion Notice which comply with all Eligibility Criteria and, in accordance with [Clause 5.2 (Inclusion process)] OR [Clause 6.2 (Replacement)] of the Counter-Guarantee Agreement, we request you to include such Sub-Operation(s) in the Portfolio.]

The aggregate original principal amount of the Sub-Operation(s) we request you to include is [●]. Following inclusion in the Portfolio of these Sub-Operations, the Actual Portfolio Volume will be [●], the Actual Counter-Guarantee Amount will be [●] and the number of Sub-Operations included within the Portfolio will be [●].

We represent that all the conditions listed in the Counter-Guarantee Agreement (including the Specific Terms or other Schedules) are fulfilled on the date of this Inclusion Notice.

Yours faithfully,

for and on behalf of

[the Intermediary]

Cc. 1: Report⁸

Schedule 7 Part B (*Form of Report*) of the Counter-Guarantee Agreement shall be amended in its entirety to read as follows:

“Part B

Form of Report

PART A – A1 FINAL RECIPIENTS

A.1.1	A.1.2	A.1.3	A.1.4	A.1.5	A.1.6	A.1.7	A.1.8	A.1.9	A.1.10	A.1.11	A.1.12	A.1.13	A.1.14
Final Recipient ID	Name	Address	Postal Code	Place	Region	Country	Date of establishment	Sector	Number of employees	Total turnover (EUR)	Total assets (EUR)	Final Recipient type	Innovation Criteria & Digitalisation Eligibility
<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>

A.1.15	A.1.16	
Level of digitalization of Final recipients (beginner/intermediate/advance)	Is the Final Recipient part of a group (Y/N)?	Comments
<i>Mandatory only if codes of digitalization are selected</i>	<i>Mandatory, if available</i>	<i>Optional</i>

PART A – A2 NEW FINAL RECIPIENT TRANSACTIONS

A.1.1	A.2.1	A.2.1.1.	A.2.2	A.2.3	A.2.4	A.2.4.1	A.2.4.2	A.2.5	A.2.6	A.2.7	A.2.8	A.2.9	A.2.10
<i>Final Recipient ID</i>	<i>Final Recipient Transaction ID</i>	<i>Final Recipient Transaction Type</i>	<i>Currency</i>	<i>Purpose</i>	<i>Principal amount</i>	<i>Purchase price</i>	<i>Down payment</i>	<i>Maturity (months)</i>	<i>Grace period (months)</i>	<i>Signature date</i>	<i>First disbursement date (Loan)/ Lease period start date</i>	<i>First installment date</i>	<i>Amortizati on profile</i>
Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory - Lease	Mandatory - Lease	Mandatory	Mandatory	Mandatory	Mandatory, if applicable	Mandatory, if applicable	Mandatory

A.2.11	A.2.12	A.2.13	A.2.14	A.2.15	A.2.16	A.2.17	A.2.18	A.2.19	
<i>Payment frequency</i>	<i>Reference rate</i>	<i>Interest rate/ margin</i>	<i>Guarantee fee rate</i>	<i>Loss Given Default</i>	<i>Publication (Y/N)</i>	<i>Eco-innovation (Y/N)</i>	<i>Permitted Additional Interest (Y/N)</i>	<i>Permitted Additional Interest Frequency</i>	<i>Comments</i>
Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Optional

PART A – A3 SUB-OPERATIONS

A.1.1	A.2.1	A.3.1	A.3.2	A.3.3	A.3.4	A.3.5	A.3.6	A.3.7	A.3.8	
<i>Final Recipient ID</i>	<i>Final Recipient Transaction ID</i>	<i>Sub-operation guarantee amount</i>	<i>Sub-operation guarantee rate</i>	<i>Sub-operation signature date</i>	<i>Sub-operation maturity date</i>	<i>Sub-Intermediary name</i>	<i>Sub-Intermediary address</i>	<i>Sub-Intermediary Postal Code</i>	<i>Sub-Intermediary Place</i>	<i>Comments</i>
Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Optional

PART B – LIST OF INCLUDED FINAL RECIPIENT TRANSACTIONS

A.1.1	A.2.1	A.1.13	A.1.13.1	B.1	B.2	B.3	B.4	B.5	B.6	B.7	B.8
<i>Final Recipient ID</i>	<i>Final Recipient Transaction ID</i>	<i>Final Recipient internal scoring/rating (Rating Class)</i>	<i>FI Rating scale</i>	<i>Cumulative disbursement</i>	<i>Final Recipient Transaction outstanding principal amount</i>	<i>End of disbursement</i>	<i>Total outstanding principal amount (performing)</i>	<i>Delinquent Final Recipient Transaction</i>	<i>Delinquent period (nbr days)</i>	<i>Defaulted Final Recipient Transaction (Y/N)</i>	<i>Date of Defaulted Final Recipient Transaction</i>
Mandatory	Mandatory	Mandatory	Mandatory, if applicable	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory

B.9	B.10.1	B.10.2
<i>Permitted Additional Interest Amount</i>	<i>Upside (amount)</i>	<i>Upside realised (Y/N)</i>
Mandatory, if applicable	Mandatory for subordinated debt	Mandatory for subordinated debt

PART D – EXPIRED FINAL RECIPIENT TRANSACTIONS

A.1.1	A.2.1	D.1
<i>Final Recipient ID</i>	<i>Final Recipient Transaction ID</i>	<i>Repayment date</i>
Mandatory	Mandatory	Mandatory

PART E – EXCLUDED FINAL RECIPIENT TRANSACTIONS

A.1.1 <i>Final Recipient ID</i>	A.2.1 <i>Final Recipient Transaction ID</i>	E.1 <i>Event date</i>	E.2 <i>Event type</i>
<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>

PART F - MODIFICATIONS

A.1.1 <i>Final Recipient ID</i>	A.2.1 <i>Final Recipient Transaction ID</i>	F.1 <i>Reference field name with OLD value</i>	F.2 <i>Reference field name with NEW value</i>
<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>

*F.1 is any value previously reported in any field of a given quarterly report i.e. values of fields in Part A1, A2, B, C, D, E
 F.2 is the correct value to be used to replace the previous erroneously reported i.e. F.1*

PART H – CONVERTED REVOLVING FINAL RECIPIENT TRANSACTIONS

H.1 <i>Converted Final Recipient Transaction reference</i>	A.1.1 <i>Final Recipient ID</i>	A.2.1 <i>Final Recipient Transaction ID</i>	A.2.2 <i>Currency</i>	A.2.4 <i>Principal amount</i>	A.2.5 <i>Maturity (months)</i>	A.2.6 <i>Grace period (months)</i>	H.2 <i>Final Recipient Transaction conversion date</i>	A.2.11 <i>Payment frequency</i>	Comments
<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>	<i>Optional</i>

PART I – LIST OF FINAL RECIPIENTS THAT DID NOT AGREE TO THE DATA PUBLICATION

(to be provided annually as part of the Q4 report)

A.1.1 Final Recipient ID	A.1.2 Name	A.2.1 Final Recipient Transaction ID
<i>Mandatory</i>	<i>Mandatory</i>	<i>Mandatory</i>

”

If applicable, the definition of **Counter-Guarantee Fee Amount** in section 3 of Schedule 16 (*Subordinated Debt*) of the Counter-Guarantee Agreement and the definitions of **Current Interest** and **Permitted Additional Interest** in section 8 of Schedule 16 (*Subordinated Debt*) of the Counter-Guarantee Agreement shall be amended in their entirety to read as follows:

“**Counter-Guarantee Fee Amount**” means, on each Counter-Guarantee Fee Payment Date, if “Periodic Counter-Guarantee Fee Calculation” is specified in the Specific Terms, the sum of the product for each Sub-Operation of:

- (a) the Counter-Guarantee Fee Percentage;
- (b) in respect of the relevant Counter-Guarantee Fee Calculation Period, the sum of the outstanding principal amount and the Permitted Additional Interest on each day of such Counter-Guarantee Fee Calculation Period that the Final Recipient Transaction covered by such Sub-Operation is a Performing Final Recipient Transaction;
- (c) the guarantee rate applicable to the Sub-Operation;
- (d) the Counter-Guarantee Rate; and
- (e) 1/360 or as specified in the Specific Terms.”

The Up-Front Counter-Guarantee Fee Calculation shall not be available with respect to any Portfolio comprising Sub-Operations covering Final Recipient Transactions which are or include Subordinated Debt Transactions.”

“**Current Interest**” means, in respect of a Final Recipient Transaction covered by a Sub-Operation, any interest other than (i) late payment or default interest, capitalised interest, fees and any other costs and expenses (whether in respect of such Sub-Operation or such underlying Final Recipient Transaction), (ii) where such Final Recipient Transaction is a Revolving Final Recipient Transaction, principal amounts exceeding the relevant Credit Limit Amount and any interest amounts which accrued thereon, and (iii) any interest amounts which accrued after a period of 90 days from the last payment made.”

“**Permitted Additional Interest**” means, in respect of a Final Recipient Transaction covered by a Sub-Operation, any interest that has been capitalised by the Sub-Intermediary pursuant to the terms of such Final Recipient Transaction and/or deferred or accrued by the Sub-Intermediary pursuant to the terms of such Final Recipient Transaction, other than:

- (a) amounts covered under Current Interest; and
- (b) late payment or default interest, fees and any other costs and expenses;

provided that the amount of Permitted Additional Interest on any such Final Recipient Transaction shall not exceed 20% of the initial principal amount of that Final Recipient Transaction.”

A new Schedule 17 (COVID-19 Support) shall be added to the Counter-Guarantee Agreement as follows:

“Schedule 17

COVID-19 Support

1. *When used in relation to a Portfolio that includes COVID-19 Support Sub-Operations or Sub-Operations covering Final Recipient Transactions (other than Subordinated Debt Transactions) that generated COVID-19 Permitted Additional Interest, “Actual Portfolio Volume” shall mean, at any time, subject to the further specifications (if any) set out in the Specific Terms:*

“Actual Portfolio Volume” means, at any relevant time and subject to the provisions of Clause 6.1 (Adjustment of the Actual Portfolio Volume) and Clause 4.4 (Revolving Final Recipient Transactions), the aggregate principal amount of Covered Sub-Operations as at the date of execution of the documents evidencing each relevant Covered Sub-Operation, provided that:

- (a) the Actual Portfolio Volume may in no circumstances exceed (i) the Agreed Portfolio Volume, nor (ii) any other amount which would result in the Actual Counter-Guarantee Amount exceeding the Maximum Counter-Guarantee Amount;*
- (b) if amounts outstanding under Final Recipient Transactions covered by Sub-Operations are prepaid and/or repaid, then this shall not reduce the Actual Portfolio Volume;*
- (c) an Excluded Sub-Operation shall not be taken into account in the calculation of the Actual Portfolio Volume from (and including) the date on which it becomes an Excluded Sub-Operation;*
- (d) subject to sub-paragraph (e) below, with respect to Revolving Final Recipient Transactions covered by a Sub-Operation, the amount of principal to take into account to determine the Actual Portfolio Volume shall be the Credit Limit Amount; and*
- (e) with respect to Final Recipient Transactions covered by a Sub-Operation, the amount of principal to take into account to determine the Actual Portfolio Volume shall not include COVID-19 Permitted Additional Interest.”*

2. *When used in relation to a Portfolio that includes Sub-Operations covering Final Recipient Transactions (other than Subordinated Debt Transactions) that generated COVID-19 Permitted Additional Interest, “Agreed Portfolio Volume” shall mean, at any time, subject to the further specifications (if any) set out in the Specific Terms:*

“Agreed Portfolio Volume” means the maximum aggregate amount of principal of Eligible Sub-Operations to be included in the Portfolio in accordance with the terms of this Agreement, provided that:

- (a) subject to paragraph (b) below, with respect to Revolving Final Recipient Transactions covered by a Sub-Operation, the “amount of principal to take into account to determine the Agreed Portfolio Volume shall be the Credit Limit Amount; and*

(b) with respect to Final Recipient Transactions covered by a Sub-Operation, the amount of principal to take into account to determine the Agreed Portfolio Volume shall not include COVID-19 Permitted Additional Interest,

which amount shall be the product of the APV Percentage and the Maximum Portfolio Volume.

For the avoidance of doubt, the Agreed Portfolio Volume shall be denominated in the Base Currency, regardless of the denomination of the Eligible Sub-Operations included in the Portfolio.”

3. When used in relation to Sub-Operations covering Final Recipient Transactions (other than Subordinated Debt Transactions) that generated COVID-19 Permitted Additional Interest, “Defaulted Amount” shall mean, at any time, subject to the further specifications (if any) set out in the Specific Terms:

“**Defaulted Amount**” means in respect of a Covered Sub-Operation, any principal amount, Current Interest or COVID-19 Permitted Additional Interest, in each case due in respect of the Final Recipient Transaction covered by such Covered Sub-Operation by the Intermediary to the Sub-Intermediary under the terms of such Covered Sub-Operation following the occurrence of a Final Recipient Transaction Default, Final Recipient Transaction Acceleration or Final Recipient Transaction Restructuring in respect of the relevant underlying Final Recipient Transaction.”

4. When used in relation to any Portfolio that includes Sub-Operations covering Final Recipient Transactions (other than Subordinated Debt Transactions) that generated COVID-19 Permitted Additional Interest, “Counter-Guarantee Fee Amount” shall mean as follows:

“**Counter-Guarantee Fee Amount**” means, on each Counter-Guarantee Fee Payment Date, the sum of the product for each Sub-Operation of:

- (a) the Counter-Guarantee Fee Percentage;
- (b) in respect of the relevant Counter-Guarantee Fee Calculation Period, the sum of the outstanding principal amounts and COVID-19 Permitted Additional Interest on each day of such Counter-Guarantee Fee Calculation Period that the Final Recipient Transaction covered by such Sub-Operation is a Performing Final Recipient Transaction;
- (c) the guarantee rate applicable to the Sub-Operation;
- (d) the applicable Counter-Guarantee Rate; and
- (e) 1/360 or as specified in the Specific Terms.

The Up-Front Counter-Guarantee Fee Calculation shall not be available with respect to Sub-Operations that cover Final Recipient Transactions in respect of which COVID-19 Permitted Additional Interest is due.”

5. When used in relation to any Portfolio that includes COVID-19 Support Sub-Operations, “Counter-Guarantee Rate” shall mean as follows:

“**Counter-Guarantee Rate**” means (i) with respect to all Covered Sub-Operations that are not COVID-19 Support Working Capital Sub-Operations, the percentage specified in section 6 (Counter-Guarantee Rate) of the Specific Terms, and (ii) in the case of COVID-19 Support Working Capital Sub-Operations, the percentage indicated for this purpose in the Acceptance in accordance with the first paragraph of item (b) of section 8.4 of the Specific Terms.”

6. Clause 1.1 (Definitions) shall be amended by the addition of the following:

“**Actual Counter-Guarantee Amount**” means, at any relevant time, the counter-guaranteed portion of the Actual Portfolio Volume, calculated taking into account the applicable Counter-Guarantee Rate with respect to each Covered Sub-Operation.”

“**COVID-19 Permitted Additional Interest**” means, in respect of a Final Recipient Transaction covered by a Sub-Operation, any interest that has been capitalised by the Sub-Intermediary pursuant to the terms of such Final Recipient Transaction and/or deferred or accrued by the Sub-Intermediary pursuant to the terms of such Final Recipient Transaction, other than:

- (a) amounts covered under Current Interest; and
- (b) late payment or default interest, fees and any other costs and expenses,

provided that (i) the amount of COVID-19 Permitted Additional Interest on any such Final Recipient Transaction shall not exceed the amount accrued, deferred or capitalised for a maximum of 360 calendar days or any other shorter period ending on the date of a Final Recipient Transaction Default or a Final Recipient Transaction Acceleration, (ii) such interest is generated as a result of a Permitted Final Recipient Transaction Amendment that occurred during the COVID-19 Support Period, and (iii) the Sub-Operation covering such Final Recipient Transaction is not subject to the Up-Front Counter-Guarantee Fee Calculation.”

“**COVID-19 Support Period**” means the period commencing on 6 April 2020 (included) and ending on 31 March 2021 (included), as it may be extended by the EIF by sending a notice to the Intermediary.”

“**COVID-19 Support Sub-Operation**” means any Covered Sub-Operation covering a COVID-19 Support Transaction.”

“**COVID-19 Support Transaction**” means any Final Recipient Transaction entered into during the COVID-19 Support Period.”

“**COVID-19 Support Working Capital Sub-Operation**” means any COVID-19 Support Sub-Operation covering a COVID-19 Support Transaction that includes working capital finance.”

*“**Current Interest**” means, in respect of a Final Recipient Transaction covered by a Sub-Operation, any interest other than (i) late payment or default interest, capitalised interest, fees and any other costs and expenses (whether in respect of such Sub-Operation or such underlying Final Recipient Transaction), (ii) where such Final Recipient Transaction is a Revolving Final Recipient Transaction, principal amounts exceeding the relevant Credit Limit Amount and any interest amounts which accrued thereon, and (iii) any interest amounts which accrued after a period of 90 calendar days from the last payment made.”*

*“**Maximum Counter-Guarantee Amount**” means the amount calculated in accordance with item (c) of section 8.4 of the Specific Terms.”*

7. When used in relation to any Portfolio that includes COVID-19 Support Sub-Operations, Clause 3 (Counter-Guarantee) shall be amended and restated to read as follows:

3. Counter-Guarantee

3.1 The Counter-Guarantor hereby issues an irrevocable and unconditional financial guarantee in favour of the Intermediary subject to, and in accordance with, the terms of this Agreement (the **“Counter-Guarantee”**).

3.2 Subject to the terms of this Agreement, the Counter-Guarantor will pay to the Intermediary an amount (the **“Counter-Guarantee Amount”**) equal to the Defaulted Amounts incurred no later than on the Final Payment Demand Date in respect of the Covered Sub-Operations at the Counter-Guarantee Rate, up to the Maximum Counter-Guarantee Amount.”

8. When used in relation to a Portfolio that includes COVID-19 Support Sub-Operations or Sub-Operations covering Final Recipient Transactions (other than Subordinated Debt Transactions) that generated COVID-19 Permitted Additional Interest, Clauses 5.2.5 and 5.2.6 of the Counter-Guarantee Agreement shall be amended and restated to read as follows:

5.2.5. *If the original principal amounts of Sub-Operations referred to in an Inclusion Notice are such that, as a result of their inclusion in the Portfolio, the Actual Portfolio Volume would exceed the Agreed Portfolio Volume or the Actual Counter-Guarantee Amount would exceed the Maximum Counter-Guarantee Amount, the Sub-Operations will be included in the Portfolio only to the extent that the Actual Portfolio Volume resulting from any such inclusion does not exceed the Agreed Portfolio Volume and the Actual Counter-Guarantee Amount does not exceed the Maximum Counter-Guarantee Amount. In this case, the Counter-Guarantor shall have sole and absolute discretion as to which of such Sub-Operations shall be included and which shall not be included.*

5.2.6. *The principal amount of a Sub-Operation included in the Portfolio may only be increased during the Availability Period if as a result of such increase the Actual Portfolio Volume does not exceed the Agreed Portfolio Volume and the Actual Counter-Guarantee Amount does not exceed the Maximum Counter-Guarantee Amount. The principal amount of a Sub-Operation included in the Portfolio may not be increased after the end of the Availability Period, provided that, with respect to Sub-Operations covering Final Recipient Transactions that generated COVID-19 Permitted Additional Interest, capitalised interest may be included for cover as part of COVID-19 Permitted Additional Interest and reported as such.*

9. *When used in relation to Sub-Operations that are COVID-19 Support Sub-Operations or Sub-Operations covering Final Recipient Transactions (other than Subordinated Debt Transactions) that generated COVID-19 Permitted Additional Interest, the undertaking in Clause 15.8 (Intermediary exposure to Sub-Operations) shall read as follows:*

“15.8 Intermediary exposure to Sub-Operations

The Intermediary undertakes at all times until the expiration of the Counter-Guarantee that, unless otherwise prior permitted in writing by the Counter-Guarantor:

- (a) *it shall maintain an economic exposure of at least (i) 20% of the outstanding principal amount of each Sub-Operation (including any COVID-19 Permitted Additional Interest in respect of each Final Recipient Transaction covered by such Sub-Operation that has been capitalised) included in the Portfolio that is not a COVID-19 Support Sub-Operation, and (ii) 10% of the outstanding principal amount of each COVID-19 Support Sub-Operation (including any COVID-19 Permitted Additional Interest in respect of each COVID-19 Support Transaction covered by such COVID-19 Support Sub-Operation that has been capitalised) included in the Portfolio (in each case, the “**Relevant Portion**”); and*
- (b) *it shall not enter into any credit support, guarantee or other transfer of risk arrangements with respect to the Relevant Portion, provided that any collateral, security or guarantee payable to the Intermediary that qualify as Recoveries shall not be taken into account for this purpose.”*

10. *When used in relation to Sub-Operations that are COVID-19 Support Sub-Operations, the Eligibility Criteria in paragraph 1 of section 1 (Sub-Operation Eligibility Criteria) of Schedule 2 (Eligibility Criteria) shall read as follows:*

“1. *The guarantee rate of the Sub-Operation shall not be higher than* *Continuing*”
80%, provided that in the case of a COVID-19 Support Sub-Operation, it shall not be higher than 90% nor lower than the Counter-Guarantee Rate provided by the EIF to the Intermediary.

11. When used in relation to Sub-Operations that are COVID-19 Support Sub-Operations, the Eligibility Criteria in paragraph 5 of section 3 (Final Recipient Eligibility Criteria) of Schedule 2 (Eligibility Criteria) shall read as follows:
- “5. The Final Recipient shall not be an “undertaking in difficulty” within the meaning of the Block Exemption Regulation, provided that Final Recipient Transaction Signing Date”
Final Recipients that have entered into a COVID-19 Support Transaction and were an “undertaking in difficulty” as at the Final Recipient Transaction Signing Date due to the impact of COVID-19 disruption are deemed to comply with this eligibility criterion if they were not an “undertaking in difficulty” as at 31 December 2019.
12. When used in relation to Sub-Operations that are COVID-19 Support Sub-Operations, the Eligibility Criteria in paragraph 1 of section 4 (Final Recipient Transaction Eligibility Criteria) of Schedule 2 (Eligibility Criteria) shall read as follows:
- “1. The Final Recipient Transaction shall be newly originated which, Continuing”
in the case of COVID-19 Support Transactions, may include re-financing of Final Recipient Transactions (at maturity or within the three (3) months prior to the maturity date).
13. If the Portfolio includes COVID-19 Support Sub-Operations, the following Portfolio Eligibility Criteria shall be added as paragraph 2 in section 6 (Portfolio Eligibility Criteria) of Schedule 2 (Eligibility Criteria), as follows:
- “2. The Actual Counter-Guarantee Amount shall not exceed the Continuing”
Maximum Counter-Guarantee Amount.
14. When used in relation to Sub-Operations that are COVID-19 Support Sub-Operations,
- (a) The condition set out in paragraph 8(a) of section 3 (Final Recipient Eligibility Criteria) of Schedule 2 (Eligibility Criteria) that the “Final Recipient Transaction must be combined with new capital representing at least 50% of the nominal amount of the Final Recipient Transaction” shall not apply;
- (b) The references in paragraph 1 of section 5 (Innovation and Digitalisation Eligibility Criteria) of Schedule 2 (Eligibility Criteria) to “processes or services”, “production or delivery methods”, “business models” may include any changes or transition that the Final Recipient intends to undertake as a result of COVID-19 disruption in order to mitigate its effects and/or increase the economic resilience of the Final Recipient;
- (c) The reference in paragraph 1 of section 5 (Innovation and Digitalisation Eligibility Criteria) of Schedule 2 (Eligibility Criteria) to a “business failure” shall also include the business failure due to the COVID-19 disruption affecting the Final Recipient as evidenced by a self-declaration of the Final Recipient to the Sub-Intermediary and which should not require justification by an external expert;

- (d) *To be eligible under paragraph 4(a) of section 5 (Innovation and Digitalisation Eligibility Criteria) of Schedule 2 (Eligibility Criteria), the condition that the “Final Recipient’s business plan indicates an increase of its R&I expenses at least equal to the Final Recipient Transaction amount” shall not apply;*
- (e) *The references in paragraphs 4(b), 4(g), 4(j) and 4(k)(iii) of section 5 (Innovation and Digitalisation Eligibility Criteria) of Schedule 2 (Eligibility Criteria) to a “business plan” may be replaced by a “self-declaration of the Final Recipient provided to the Sub-Intermediary”; and*
- (f) *Any Final Recipient that entered into a Final Recipient Transaction covered by a Sub-Operation prior to the COVID-19 Support Period and complied thereunder with one or more criteria from paragraphs 1 to 4 of section 5 (Innovation and Digitalisation Eligibility Criteria) of Schedule 2 (Eligibility Criteria) shall, for the purpose of paragraph 7(a) of section 1 (Sub-Operation Eligibility Criteria) of Schedule 2 (Eligibility Criteria), be deemed to comply with at least one of the Innovation and Digitalisation Eligibility Criteria when entering into a COVID-19 Support Transaction, provided that such COVID-19 Support Transaction is not covering the same expense as the relevant Final Recipient Transaction.”*

FORM OF ACCEPTANCE FOR COUNTER-GUARANTEE AGREEMENTS

To: The European Investment Fund

37B avenue J.F. Kennedy

L-2968 Luxembourg

Attention: InnovFin SME Guarantee Facility – Counter-Guarantee Agreement

From: [Intermediary]

[Date]

Dear Madam, Sir,

Re: InnovFin SME Guarantee Facility – Counter-Guarantee Agreement dated [•] (the “Agreement”) – Acceptance of proposal to amend the Agreement

Save as otherwise provided in this letter of acceptance (the “**Acceptance**”), terms defined in the Agreement shall have the same meanings when used herein.

We herewith notify you that we accept your offer published on your website on 13 May 2020 to make the amendments to the Agreement as set out in the Form of Amendment for Counter-Guarantee Agreements (the “**Amendment**”).

We accept your offer that the Amendment will take effect as of (and including) 6 April 2020. This Acceptance and any non-contractual obligations arising out of or in connection with it are governed by English law.

In accordance with item (b) of section 8.4 of Schedule 1 (*Specific Terms*) of the Agreement, as amended by the Amendment, the Counter-Guarantee Rate applicable to COVID-19 Support Working Capital Sub-Operations shall be (i) set at [50/60/70/80]%, and (ii) applicable from and including [*insert date falling between (and including) 6 April 2020 and 30 June 2020*].

Yours faithfully

Name:

Title:

for and on behalf of

[Intermediary]

EXECUTION INSTRUCTIONS

For the Acceptance of the Offer, please follow the execution procedure below:

- (i) complete the missing information in the Form of Acceptance for Counter-Guarantee Agreements:
 - name of the Financial Intermediary;
 - date of the Financial Intermediary's signature;
 - date of the Counter-Guarantee Agreement;
 - The Counter-Guarantee Rate applicable to COVID-19 Support Working Capital Sub-Operations, as well as the date from when the same is applicable;
 - name of the relevant signatory/ies; and
 - title of the relevant signatory/ies.
- (ii) duly sign the document (for this purpose, please note that signature by hand, advanced digital signature or qualified digital signature in compliance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 are accepted);
- (iii) for umbrella agreements, do not forget to include the Coordination Entity as a signatory in addition to the Financial Intermediary. For the remaining agreements, do not forget to include all the original signatories as signatories in addition to the Financial Intermediary;
- (iv) send a pdf-scan thereof via email to eif-ls-debt-team-secretariat@eif.org with the title "InnovFin COVID amendment acceptance".

Do not insert any additional conditions or counter-proposals in the document.

Please keep a copy of your Acceptance together with a copy of the Offer and the Form of Amendment for Counter-Guarantee Agreements for your records.