

Addendum to the indicative InnovFin SME Guarantee Term sheet and InnovFin SME Counter-Guarantee Term sheet introducing COVID-19 Support Measures

The Call for Expression of Interest introduces specific measures aimed at facilitating access to finance to enterprises affected during the COVID-19 crisis (COVID-19 Support Measures). This document specifies and implements the COVID-19 Support Measures in sections 2, 3 and 4 of this Addendum. The COVID-19 Support Measures complement or supersede the relevant terms and conditions set out in the SME Guarantee Term sheet and SME Counter-Guarantee Term sheet. The other terms and conditions set out in the SME Guarantee Term sheet and SME Counter-Guarantee Term sheet apply unless otherwise specified in this Addendum.

1. Applicability of the COVID-19 Support Measures

While the new budgetary amounts under InnovFin SMEG COVID-19 Sub-window are only available to Financial Intermediaries established and operating in EU Member States, the COVID-19 Support Measures described in this Addendum are available to all existing Financial Intermediaries established in any Participating Country.

2. Outline of COVID-19 Support Measures

The following section 2 provides for an overview of the COVID-19 Support Measures introduced in the Facility. Further explanations of the COVID-19 Support Measures are contained in the COVID-19 Support FAQ published on the EIF website.

2.1. Definition of the COVID-19 Support Period

The period during which the Financial Intermediary may enter into new Beneficiary Transactions or Intermediary Transactions on the terms described in this Addendum (i.e., the period during which it may enter into COVID-19 Support Transactions)

2.2. Increased (Counter-) Guarantee rate of COVID-19 Support Transactions covering working capital financing

The (Counter-) Guarantee Rate of a COVID-19 Support Transaction shall be up to 80% of the Defaulted Amounts, provided that its purpose includes covering working capital finance.

For the purpose of setting the (Counter-) Guarantee Rate for such COVID-19 Support Transactions, the Financial Intermediary will have the faculty to select one of the following alternative rates: 50%, 60%, 70% or 80%.

The (Counter-) Guarantee Rate so elected will then be applicable with respect to each COVID-19 Support Transaction for which the purpose includes covering working capital finance.

2.3. Risk retention requirement with respect to COVID-19 Support Transactions

The minimum credit risk exposure to be retained by the Financial Intermediary shall be lowered from 20% to 10% (included) of the outstanding amount of each COVID-19 Support Transaction included in the Portfolio.

2.4. Counter-Guarantee structures: the guarantee rate with respect to COVID-19 Support Intermediary Transactions

The guarantee rate of each COVID-19 Support Intermediary Transaction shall be set at up to 90%, provided that, in the case of COVID-19 Support Intermediary Transactions covering COVID-19 Support Beneficiary Transactions that include working capital finance, where the

applicable Counter-Guarantee Rate is higher than 50%, such guarantee rate is not lower than the Counter-Guarantee Rate.

2.5. Treatment of amendments of existing Beneficiary Transactions by Financial (Sub-)Intermediaries

Any postponement, rescheduling or credit holiday period applied to existing or new Beneficiary Transactions in the context of the COVID-19 crisis shall in principle be deemed to be within the scope of the Permitted Beneficiary Transaction Amendment and shall not require any EIF further prior approval, provided that the payment demand is submitted to the EIF not later than by the Final Payment Demand Date and that all remaining conditions under the (Counter-) Guarantee are met, and shall remain covered by the (Counter-) Guarantee until the Termination Date. This measure will also be available beyond the COVID-19 Support Period.

2.6. Extended cover of the accrued interest¹

With respect to Beneficiary Transactions other than Subordinated Beneficiary Transactions, the Defaulted Amounts may include interest amounts (excluding late payment or default interest, fees and other costs and expenses) which accrued, were deferred or were capitalised for a maximum period of 360 days, or any shorter period ending on the date of the Beneficiary Transaction Acceleration or the date of a Beneficiary Transaction Default, provided that such accrual, deferral or capitalisation is as a result of a Permitted Beneficiary Transaction Amendment that occurred during the COVID-19 Support Period.

2.7. Adaptation of the eligibility criteria during the COVID-19 Support Period

2.7.1. In order to benefit from the (Counter-) Guarantee, Beneficiary Transactions shall meet at least one of the Innovation and Digitalisation criteria. Certain conditions and requirements have been lifted with respect to **COVID-19 Support Beneficiary Transactions** as further set out in section 3 of this Addendum.

2.7.2. In addition, a new possibility was introduced to consider as eligible, without the need to analyse any Innovation and Digitalisation criteria, any **COVID-19 Support Beneficiary Transaction** with a Beneficiary, which has already entered into an eligible Beneficiary Transaction prior to the COVID-19 Support Period.

2.7.3. Furthermore, with respect to **COVID-19 Support Beneficiary Transactions** financing business transfers, the requirement that the Beneficiary Transaction must be combined with new capital representing at least 50% of its nominal amount has been removed.

2.7.4. Beneficiaries that enter into a **COVID-19 Support Beneficiary Transaction** shall not be an "undertaking in difficulty" (within the meaning of the General Block Exemption Regulation) provided that Beneficiaries that have entered into a COVID-19 Support Beneficiary Transaction and were an "undertaking in difficulty" as at the 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 31st December 2019.

2.8. Minimum maturity of the COVID-19 Support Beneficiary Transactions

The minimum contractual maturity of COVID-19 Support Beneficiary Transactions is twelve (12) months unless it takes the form of bridge finance, in which case the minimum maturity is lowered to six (6) months. This measure will also be available beyond the COVID-19 Support Period.

2.9. Refinancing of the existing Beneficiary Transactions

¹ This text was updated on 21st April 2020 to make it clear that the (Counter-) Guarantee can cover an aggregate of 450 days of interest i.e. current interest (maximum 90 days) and interest accrued/deferred/capitalised as a result of a Permitted Transaction Amendment during the COVID-19 Support Period (maximum 360 days).

COVID-19 Support Beneficiary Transactions may involve re-financing of an existing Beneficiary Transaction already included in the Portfolio (at maturity or up to three (3) months prior to the maturity date of such existing Beneficiary Transaction.)

2.10. Maximum rollover period of Revolving Credit Beneficiary Transactions

The maximum maturity of a Revolving Beneficiary Transaction is increased from three (3) to six (6) years (rounded down to the nearest full calendar quarter). This measure will also be available beyond COVID-19 Support Period.

3. New terms and definitions

In order to introduce the COVID-19 Support Measures set out in section 2 of this Addendum the following new terms are added below:

COVID-19 Support Period	Means a period commencing on 6th April 2020 and ending either on: (a) 31st March 2021 (included), or (b) 30th June 2021 (included), if the Financial Intermediary accepts the NEW COVID-19 Support Period Amendment Offer published on EIF's website on 15 December 2020 ² , in each case as may be extended by the EIF by sending a notice to the Financial Intermediary.
COVID-19 Support Beneficiary Transaction	Means any Beneficiary Transaction entered into during the COVID-19 Support Period and included in the Portfolio.
COVID-19 Support Intermediary Transaction	Means any Intermediary Transaction included in the Portfolio that covers COVID-19 Support Beneficiary Transaction.
COVID -19 Support Transaction	Means any (a) COVID-19 Support Beneficiary Transaction, or (b) COVID-19 Support Intermediary Transaction.
Bridge Finance	Means any Beneficiary 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.

4. Amendments of the existing terms

- a) In order to introduce the COVID-19 Support Measures set out in section 2 of this Addendum, certain terms of the direct guarantee under [Annex II - Indicative Guarantee Termsheet](#) shall be amended as follows

Term	Reference to COVID measure(s)	New description
Guarantee Rate	2.2	With respect to COVID-19 Support Beneficiary Transactions that include working capital finance, the Guarantee Rate shall be up to

² Without prejudice to the fact that such extended COVID-19 Support Period may be directly reflected in Intermediary's respective (Counter-)Guarantee Agreement.

		<p>80% of the Defaulted Amounts, as specified in the Guarantee Agreement.</p> <p>For the purpose of setting the Guarantee Rate for such COVID-19 Support Beneficiary Transaction, the Financial Intermediary shall elect one of the following alternative rates: 50%, 60%, 70% or 80%.</p> <p>The Guarantee Rate selected by the Financial Intermediary under the previous paragraph will be the same for each COVID-19 Support Beneficiary Transaction that includes working capital finance.</p>
<p>Eligibility criteria</p> <p><i>Portfolio eligibility criteria</i>³</p>	2.2	<p>The aggregate guaranteed portion of principal amount under all the Beneficiary Transactions included in the Portfolio shall not exceed the product of (i) the applicable guarantee rate prior to the effective date of the amendment to the Guarantee Agreement implementing the COVID-19 Support Measures and (ii) the Agreed Portfolio Volume.</p>
Risk Retention	2.3	<p>The Financial Intermediary shall (and, if applicable, shall procure that each On-Lending Bank will) maintain at all times an economic exposure of at least 10% of the outstanding principal amount of each COVID-19 Support Beneficiary Transaction included in the Portfolio.</p>
Defaulted Amount	2.6	<p>Means, with respect to a Beneficiary Transaction:</p> <p>(i) any initial principal amount and interest amount which accrued up to a period of 90 days due, payable and outstanding following the occurrence of either a Beneficiary Transaction Default or a Beneficiary Transaction Acceleration,</p> <p>(ii) any interest amount not covered under (i) above which has been accrued, deferred or capitalized, as a result of a Permitted Beneficiary Transaction Amendment that occurred in the COVID-19 Support Period, up to a period of 360 days pursuant to the terms of the Beneficiary Transaction (“Permitted Additional Interest”) and is due, payable and outstanding following the occurrence of either a Beneficiary Transaction Default or a Beneficiary Transaction Acceleration, and</p> <p>(iii) any reduction in the initial principal amount and interest amounts following a Beneficiary Transaction Restructuring,</p> <p>provided that the term “Defaulted Amount” shall not include any late payment or default interest, fees and any other costs or expenses.</p> <p>The EIF will rank <i>pari passu</i> with Financial Intermediaries with respect to Recoveries.</p>
Guarantee Fee Amount	2.6	<p>The Guarantee Fee Amount will be expressed in the Base Currency and payable by the Financial Intermediary to the EIF, with respect to each Beneficiary Transaction included in the Portfolio, on a quarterly</p>

³ Only applicable with respect to existing Financial Intermediaries implementing the COVID-19 Support Measures without an increase in the guaranteed amount of the Guarantee previously entered into with the EIF under the Facility.

		<p>basis, calculated as the sum of the product, for each Beneficiary Transaction, of:</p> <ul style="list-style-type: none"> (a) the respective Guarantee Fee Percentage divided by 360; (b) the sum of the outstanding principal amount and Permitted Additional Interest of a Beneficiary Transaction on each day during the calendar quarter on which the Beneficiary Transaction was a performing Beneficiary Transaction; and (c) the Guarantee Rate. <p>The upfront payment of the Guarantee Fee shall not be available with respect to Beneficiary Transactions with Permitted Additional Interest.</p> <p>The Guarantee Fee is non-refundable. However, if the Financial Intermediary becomes aware that one or more Beneficiary Transactions are non-eligible Transactions and, by not later than the second Report Date following the calendar quarter on which such Beneficiary Transaction(s) were included in the Portfolio, causes such non-eligible Beneficiary Transaction(s) to be removed from the Portfolio, then the EIF shall repay the portion of the Guarantee Fee which relates to such excluded Beneficiary Transaction.</p>
Agreed Portfolio Volume	2.6	<p>The Agreed Portfolio Volume is the maximum aggregate amount of principal (excluding any Permitted Additional Interest) of eligible Beneficiary Transactions (the relevant amount for a Revolving Beneficiary Transaction being the Credit Limit Amount) to be included in the Portfolio, as agreed in the Guarantee Agreement.</p> <p>The Agreed Portfolio Volume will correspond to a percentage of the Maximum Portfolio Volume and shall be denominated in the Base Currency, regardless of the denomination of the Beneficiary Transactions included in the Portfolio.</p> <p>At any time during the Inclusion Period, the Agreed Portfolio Volume may be reduced by agreement between the EIF and the Financial Intermediary if the Financial Intermediary materially lags behind its Portfolio ramp up time schedule as reflected in the Guarantee Agreement.</p> <p>At any time during the Inclusion Period, the EIF may agree with the Financial Intermediary to increase the amount of the Agreed Portfolio Volume up to an amount specified in the Guarantee Agreement, (such amount being the Maximum Portfolio Volume) if the ramp-up of the Portfolio has been substantially achieved or, considering the facts and circumstances, is certain to be achieved well before the end of the Inclusion Period.</p>
Actual Portfolio Volume	2.6	<p>Expressed in the Base Currency, the aggregate amount of the principal committed (excluding any Permitted Additional Interest) to be available under eligible Beneficiary Transactions (the relevant amount for a Revolving Beneficiary Transaction being the Credit Limit Amount) included in the Portfolio from time to time, provided that, for the avoidance of doubt:</p>

		<ul style="list-style-type: none"> i. if any eligible Beneficiary Transaction is prepaid or repaid, then this shall not reduce the Actual Portfolio Volume; and ii. if a Beneficiary Transaction is excluded from the Portfolio as a result of the exclusion process described below, then such Beneficiary Transaction shall not be taken into account for the calculation of the Actual Portfolio Volume. iii. The Actual Portfolio Volume may in no circumstances exceed the Agreed Portfolio Volume.
Eligibility criteria <i>Innovation and Digitalisation eligibility criteria</i>	2.7	<ul style="list-style-type: none"> • The reference in point 1(a) to “processes or services”, “production or delivery methods”, “business models” may include any changes or transition that the Beneficiary intends to undertake as a result of COVID-19 disruption in order to mitigate its effects and/or increase the economic resilience of the Beneficiary; • The reference in point 1(a) to a “business failure” shall also include the business failure due to the COVID-19 disruption affecting the Beneficiary as evidenced by a self-declaration of the Beneficiary to the Financial Intermediary and which should not require justification by an external expert; • To be eligible under point 1(d)(1), the condition that the “Beneficiary’s business plan indicates an increase of its R&I expenses at least equal to the Beneficiary Transaction amount” shall not apply; • The references in point 1(d)(2), 1(d)(7), 1(d)(10), 1(d)(11c) to a “business plan” may be replaced by a “self-declaration of the Beneficiary provided to the Financial Intermediary”; • Any Beneficiary that entered into a Beneficiary Transaction prior to the COVID-19 Support Period and complied thereunder with one or more criteria from 1(a) to 1(d) shall be eligible to enter into a COVID-19 Support Beneficiary Transaction, provided that such transaction is not covering the same expense as the original Beneficiary Transaction.
Eligibility criteria <i>Beneficiary eligibility criteria</i>	2.7	<ul style="list-style-type: none"> • The condition set out in point 2(c)(1) that the “Beneficiary Transaction must be combined with new capital representing at least 50% of the nominal amount of the Beneficiary Transaction” shall not apply. • The condition set out in point 2(b) shall be as follows: the Beneficiary shall not be an “undertaking in difficulty” within the meaning of the General Block Exemption Regulation⁴, provided that Beneficiaries that have entered into a COVID-19 Support Beneficiary Transaction and were an “undertaking in difficulty” as at the 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.

⁴ COMMISSION REGULATION (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.

<p>Eligibility criteria</p> <p><i>Beneficiary Transaction eligibility criteria</i></p>	2.8	<p>The condition set out in point 3(c) shall be as follows:</p> <ul style="list-style-type: none"> The purpose of the Beneficiary Transaction shall be (1) an investment in tangible or intangible assets, (2) working capital, including Bridge Finance, or (3) business transfers. <p>The condition set out in point 3(l) shall be as follows:</p> <ul style="list-style-type: none"> The minimum contractual maturity of the Beneficiary Transaction shall be twelve (12) months unless taking the form of Bridge Finance, which shall have a minimum contractual maturity of six (6) months,
<p>Eligibility criteria</p> <p><i>Beneficiary Transaction eligibility criteria</i></p>	2.9	<p>The condition set out in point 3(a) shall be as follows:</p> <ul style="list-style-type: none"> The Beneficiary Transaction shall be newly originated, which, in the case of COVID-19 Support Beneficiary Transactions only, may include re-financing of Beneficiary Transactions (at maturity or up to three (3) months prior to the maturity date).

- b) In order to introduce the COVID-19 Support Measures set out in section 2 of this Addendum, certain terms of the counter guarantee under [Annex III - Counter- Guarantee Termsheet](#) shall be amended as follows

Term	Reference to COVID measure(s)	New description
Counter-Guarantee Rate	2.2	<p>With respect to COVID-19 Support Intermediary Transactions covering COVID-19 Support Beneficiary Transactions that include working capital finance, the Counter-Guarantee Rate shall be up to 80% of the Defaulted Amounts, as specified in the Counter-Guarantee Agreement.</p> <p>For the purpose of setting the Counter-Guarantee Rate for such COVID-19 Support Intermediary Transaction, the Financial Intermediary shall elect one of the following alternative rates: 50%, 60%, 70% or 80%.</p> <p>The Counter-Guarantee Rate selected by the Financial Intermediary under the previous paragraph will be the same for each COVID-19 Support Intermediary Transaction covering COVID-19 Support Beneficiary Transactions that includes working capital finance.</p>
<p>Eligibility criteria</p> <p><i>Portfolio eligibility criteria⁵</i></p>	2.2	<p>The aggregate counter-guaranteed portion of principal amount under all the Intermediary Transactions included in the Portfolio shall not exceed the product of (i) the applicable Counter-Guarantee rate prior to the effective date of the amendment to the Counter-Guarantee Agreement implementing the COVID-19 Support Measures and (ii) the Agreed Portfolio Volume.</p>

⁵ Only applicable with respect to existing Financial Intermediaries implementing the COVID-19 Support Measures without an increase in the counter-guaranteed amount of the Counter-Guarantee previously entered into with the EIF under the Facility.

<p>Eligibility criteria</p> <p><i>Intermediary Transaction eligibility criteria</i></p>	<p>2.3 & 2.4</p>	<p>The condition set out in point 1(a) shall be restated:</p> <ul style="list-style-type: none"> • The guarantee rate of the COVID-19 Support Intermediary Transaction shall be applicable on a “loan-by-loan” basis up to 90%, provided that, in the case of COVID-19 Support Intermediary Transactions covering COVID-19 Support Beneficiary Transactions that include working capital finance, where the applicable Counter-Guarantee Rate is higher than 50%, such guarantee rate is not lower than the Counter-Guarantee Rate provided by the EIF to the Financial Intermediary.
<p>Risk Retention</p>	<p>2.3</p>	<p>The Financial Intermediary shall maintain at all times an economic exposure of at least 10% of the outstanding principal amount of each COVID-19 Support Intermediary Transaction included in the Portfolio.</p>
<p>Defaulted Amount</p>	<p>2.6</p>	<p>Means, with respect to a COVID-19 Support Intermediary Transaction:</p> <p>(i) any initial principal amount and interest amount which accrued up to a period of 90 days,</p> <p>(ii) any interest amount not covered under (i) above which has been accrued, deferred or capitalized as a result of a Permitted Beneficiary Transaction Amendment that occurred in the COVID-19 Support Period, up to a period of 360 days pursuant to the terms of the Beneficiary Transaction (“Permitted Additional Interest”), and</p> <p>(iii) any reduction in the initial principal amount and interest amounts,</p> <p>in each case due in respect of the Beneficiary Transaction covered by such Intermediary Transaction by the Intermediary to the Sub-Intermediary under the terms of such Intermediary Transaction following the occurrence of a Beneficiary Transaction Default or a Beneficiary Transaction Acceleration, in the case of (i) and (ii) above, or a Beneficiary Transaction Restructuring, in the case of (iii) above, in respect of the relevant underlying Beneficiary Transaction.</p> <p>The term “Defaulted Amount” shall not include any late payment or default interest, fees and any other costs or expenses.</p> <p>The EIF will rank <i>pari passu</i> with Financial Intermediaries with respect to Recoveries.</p>
<p>Counter-Guarantee Fee Amount</p>	<p>2.6</p>	<p>The Counter-Guarantee Fee Amount will be expressed in the Base Currency. It will be payable by the Financial Intermediary to the EIF, with respect to each Intermediary Transaction included in the Portfolio, on a quarterly basis, calculated as the sum of the product for each Transaction of:</p> <p>(a) the respective Counter-Guarantee Fee Percentage divided by 360; and</p> <p>(b) the sum of the outstanding principal amount and Permitted Additional Interest of a Beneficiary Transaction covered by the Intermediary Transaction(s) on each day during the calendar</p>

		<p>quarter on which the Beneficiary Transaction was a performing Beneficiary Transaction; and</p> <p>(c) The relevant guarantee rate of the Intermediary Transaction; and</p> <p>(d) the Counter-Guarantee Rate.</p> <p>The upfront payment of the Counter-Guarantee Fee shall not be available with respect to Intermediary Transactions covering Beneficiary Transactions with Permitted Additional Interest.</p> <p>The Counter-Guarantee Fee Amount is non-refundable. However, if the Financial Intermediary becomes aware that one or more Intermediary Transactions are non-eligible Intermediary Transactions and, by not later than the second Report Date following the calendar quarter on which such Intermediary Transaction(s) were included in the Portfolio, causes such non-eligible Intermediary Transaction(s) to be removed from the Portfolio, then the EIF shall repay the portion of the Counter-Guarantee Fee Amount, which relates to Beneficiary Transactions covered by such excluded Intermediary Transactions.</p>
Agreed Portfolio Volume	2.6	<p>The Agreed Portfolio Volume will correspond to a percentage of the Maximum Portfolio Volume and is the maximum aggregate amount of principal (excluding any Permitted Additional Interest) of Intermediary Transactions (the relevant amount for a Revolving Beneficiary Transaction covered by an Intermediary Transaction being the Credit Limit Amount) to be included in the Portfolio, as agreed in the Counter-Guarantee Agreement.</p> <p>The Agreed Portfolio Volume shall be denominated in the Base Currency, regardless of the denomination of the Intermediary Transactions included in the Portfolio.</p> <p>At any time during the Availability Period, the Agreed Portfolio Volume may be reduced by the EIF if the Financial Intermediary materially lags behind its Portfolio ramp up time schedule as reflected in the Counter-Guarantee Agreement.</p> <p>At any time during the Availability Period, the EIF may agree with the Financial Intermediary to increase the Agreed Portfolio Volume (up to an amount specified in the Counter-Guarantee Agreement, such amount being the Maximum Portfolio Volume) if the ramp-up of the Portfolio has been substantially achieved or, considering the facts and circumstances, is likely to be achieved before the end of the Inclusion Period.</p>
Actual Portfolio Volume	2.6	<p>The aggregate amount of the principal committed (excluding any Permitted Additional Interest) to be made available under Intermediary Transactions (the relevant amount for a Revolving Beneficiary Transaction covered by an Intermediary Transaction being the Credit Limit Amount) included in the Portfolio from time to time, provided that:</p>

		<ul style="list-style-type: none"> i. if any underlying Beneficiary Transaction covered by an Intermediary Transaction is prepaid or repaid, then this shall not reduce the Actual Portfolio Volume; and ii. if an Intermediary Transaction is excluded from the Portfolio as a result of the exclusion process described below, then such Intermediary Transaction shall not be taken into account for the calculation of the Actual Portfolio Volume. iii. the Actual Portfolio Volume may in no circumstances exceed the Agreed Portfolio Volume.
<p>Eligibility criteria <i>Innovation and Digitalisation eligibility criteria</i></p>	2.7	<ul style="list-style-type: none"> • The reference in point 3(a) to “processes or services”, “production or delivery methods”, “business models” may include any changes or transition that the Beneficiary intends to undertake as a result of COVID-19 disruption in order to mitigate its effects and/or increase the economic resilience of the Beneficiary; • The reference in point 3(a) to a “business failure” shall also include the business failure due to the COVID-19 disruption affecting the Beneficiary as evidenced by a self-declaration of the Beneficiary to the Financial Sub-Intermediary and which should not require justification by an external expert; • To be eligible under point 3(d)(1), the condition that the “Beneficiary’s business plan indicates an increase of its R&I expenses at least equal to the Beneficiary Transaction amount” shall not apply; • The references in point 3(d)(2), 3(d)(7), 3(d)(10), 3(d)(11c) to a “business plan” may be replaced by a “self-declaration of the Beneficiary provided to the Financial Sub-Intermediary”; • Any Beneficiary that entered into a Beneficiary Transaction prior to the COVID-19 Support Period and complied thereunder with one or more criteria from 3(a) to 3(d) shall be eligible to enter into a COVID-19 Support Beneficiary Transaction, provided that such transaction is not covering the same expense as the original Beneficiary Transaction.
<p>Eligibility criteria <i>Beneficiary eligibility criteria</i></p>	2.7	<ul style="list-style-type: none"> • The condition set out in point 4(c)(1) that the “Beneficiary Transaction must be combined with new capital representing at least 50% of the nominal amount of the Beneficiary Transaction” shall not apply • The condition set out in point 4(b) shall be as follows: the Beneficiary shall not be an “undertaking in difficulty” within the meaning of the General Block Exemption Regulation⁶, provided that Beneficiaries that have entered into a COVID-19 Support Beneficiary Transaction and were an “undertaking in difficulty” as at the signing date due to the impact of COVID-19 disruption are deemed to comply with

⁶ COMMISSION REGULATION (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.

		this eligibility criterion if they were not an “undertaking in difficulty” as at 31 December 2019.
<p>Eligibility criteria</p> <p><i>Beneficiary Transaction eligibility criteria</i></p>	2.8	<p>The condition set out in point 5(c) shall be as follows:</p> <ul style="list-style-type: none"> • The purpose of the Beneficiary Transaction shall be (1) an investment in tangible or intangible assets, (2) working capital, including Bridge Finance, or (3) business transfers. <p>The condition set out in point 5(l) shall be as follows:</p> <ul style="list-style-type: none"> • The minimum contractual maturity of the Beneficiary Transaction shall be twelve (12) months unless taking the form of Bridge Finance, which shall have a minimum contractual maturity of six (6) months,
<p>Eligibility criteria</p> <p><i>Beneficiary Transaction eligibility criteria</i></p>	2.9	<p>The condition set out in point 5(a) shall be as follows:</p> <ul style="list-style-type: none"> • The Beneficiary Transaction shall be newly originated, which, in the case of COVID-19 Support Beneficiary Transactions only, may include re-financing of Beneficiary Transactions (at maturity or up to three (3) months prior to the maturity date).