

Elli Finance (UK) Plc and Elli Investments Limited

1 August

~~31 July~~ 2018

**ANNOUNCEMENT**

£350,000,000 of 8.750% Senior Secured Notes due 2019 (the **Senior Secured Notes**)

£175,000,000 of 12.250% Senior Notes due 2020 (the **Senior Notes**)

(Collectively referred to as the **Notes**)

(ISIN: XS0794786011 / ISIN: XS0794785633

ISIN: XS0794787415 / ISIN: XS0794787175)

Issued by Elli Finance (UK) Plc and Elli Investments Limited (the "**Issuers**", and together with their subsidiaries, "**Four Seasons**")

The Notes are admitted to the Official List of the Irish Stock Exchange and to trading on the Global Exchange Market.

We refer to our announcement dated 18 May 2018, in which we announced the entry into a Restructuring Lock-Up Agreement and an amendment to the existing standstill and deferral agreement, and to our announcement of 28 June 2018, in which we announced that we intended to delay the consent solicitation of holders of the Senior Notes originally set to commence on or around 29 June 2018.

The standstill and deferral agreement between Four Seasons and investment funds affiliated with H/2 Capital Partners has been amended to include certain governance changes, including the appointment of Martin Healy, restructuring Implementation Officer, to the boards of directors of certain key holding companies of Four Seasons. In connection therewith, the forbearance period has been extended to 31 August 2018.

For further enquiries, please contact:

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For more information on the Issuers' Group, please visit <https://www.fshc.co.uk/investors>.

This announcement has been given by:

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Elli Investments Limited  
Old Bank Chambers  
La Grand Rue  
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GY4 6RT

**BY COURIER AND EMAIL**

To: Elli Finance (UK) Plc  
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FAO: Ben Taberner

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FAO: The Directors

Copy: Linklaters LLP  
One Silk Street  
London  
EC2Y 8HQ

FAO: Bruce Bell, Sarah Mook

**1 August**  
~~31 July~~ 2018

Ladies and Gentlemen,

**Standstill and Deferral Agreement dated 14 December 2017, as amended and/or restated from time to time, between, among others, Elli Finance (UK) Plc (as the Senior Secured Notes Issuer), Elli Investments Limited (as the Senior Notes Issuer), and H/2 Credit Manager LLC ("H/2") for and on behalf of certain investment funds managed by it or its affiliates (the "Standstill Agreement")**

1. Unless otherwise defined, words and expressions used in the Standstill Agreement shall bear the same meaning in this letter and section references in this letter shall reflect the section references in the Standstill Agreement.
2. Pursuant to Section 6.10 (*Amendment*), upon an original copy of this letter being countersigned by the Issuers and the Majority Holders, the Issuers and the Majority Holders agree that the Standstill Agreement shall be amended in accordance with the terms set out in Schedule 1 (*Amendments to the Standstill Agreement*).
3. It is agreed and acknowledged by the Issuers that nothing in this letter shall constitute a waiver, or prejudice, diminish or otherwise adversely affect, any present or future rights or remedies available to H/2 or any other creditor of the Group.

4. The provisions of Section 6 (*Miscellaneous*) shall apply to this letter as if set out in full herein, save that references therein to "this Agreement" shall be read as a reference to this letter.

Yours sincerely,

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**H/2 CREDIT MANAGER LLC**  
for and on behalf of the Majority Holders

By: 

Name: 

Title: 

Acknowledged and agreed

[Redacted]

for and on behalf of  
**ELLI FINANCE (UK) PLC**

By:

Name:

[Redacted]

Title:

[Redacted]

for and on behalf of  
**ELLI INVESTMENT LIMITED**

By:

Name:

[Redacted]

Title:

[Redacted]

## SCHEDULE 1

### AMENDMENTS TO THE STANDSTILL AGREEMENT

1. Section 5.1(d)(i) (*Forbearance Expiration Date*) shall be amended by deleting "31 July 2018" and replacing it with "31 August 2018".
2. Section 5.1(d) (*Forbearance Expiration Date*) shall be amended by inserting the following new paragraphs (xiv) to (xvi):

*(xiv) failure by the relevant directors or members of the Group to appoint Martin Healy in his capacity as Implementation Officer (as defined in (a) the governance deed dated 15 March 2018 between the Senior Notes Issuer, Elli Group (UK) Limited, the Senior Secured Notes Issuer and certain investment funds managed or advised by H/2 Credit Manager LLC and (b) the governance deed dated 15 March 2018 between EAL, Elli Group (UK) Limited, the Senior Secured Notes Issuer and certain investment funds managed or advised by H/2 Credit Manager LLC): (i) to the board of directors of the SSN Issuer and Elli Group (UK) Limited; and (ii) as chair of the restructuring sub-committee of the board of directors of the SSN Issuer (the "Restructuring Committee"), in each case by 3 August 2018 in order to enhance governance and to aid transition;*

*(xv) if Martin Healy or such other person appointed to replace Martin Healy as Implementation Officer ceases to be (i) a member of the board of directors of the SSN Issuer and Elli Group (UK) Limited; and/or (ii) chair of the Restructuring Committee; and*

*(xvi) the disbandment, dissolution or permanent cessation of the activities and functions of the Restructuring Committee,*

3. The paragraph at the end of Section 5.1(d) (*Forbearance Expiration Date*) shall be amended to read as follows:

*"provided that, in relation to the events described in: (A) paragraphs (i) and (ii) above, the Forbearance Expiration Date shall occur immediately upon the occurrence of such event; and (B) paragraphs (iii) to (xvi) (inclusive), the Forbearance Expiration Date shall occur at a time determined by Majority Holders, falling within the two (2) Business Days commencing upon the occurrence of the relevant event, and upon giving written notice to the Issuers that such right to terminate the Forbearance or the December Coupon Deferral has been exercised. For information purposes only, the Issuers will deliver a copy of the notice of termination to key regulators having oversight of the Group's activities."*