
Section 1: 8-K (8-K)

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 2, 2020

**RESTAURANT BRANDS INTERNATIONAL INC.
RESTAURANT BRANDS INTERNATIONAL LIMITED
PARTNERSHIP**

(Exact name of registrant as specified in its charter)

Canada	001-36786	98-1202754
Ontario	001-36787	98-1206431
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
130 King Street West, Suite 300		M5X 1E1
Toronto, Ontario		
(Address of Principal Executive Offices)		(Zip Code)

(905) 845-6511

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Shares, without par value	QSR	New York Stock Exchange Toronto Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

Title of each class
Class B exchangeable limited partnership units

Trading Symbol(s)
QSP

Name of each exchange on which registered
Toronto Stock Exchange

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

First Supplemental Indenture

Overview

On November 2, 2020, 1011778 B.C. Unlimited Liability Company, an unlimited liability company organized under the laws of British Columbia (the “Issuer”), and New Red Finance, Inc., a Delaware corporation and a direct wholly owned subsidiary of the Issuer (the “Co-Issuer” and, together with the Issuer, the “Issuers”), each a subsidiary of Restaurant Brands International Inc., a corporation organized under the laws of Canada (the “Company”), entered into a first supplemental indenture (the “First Supplemental Indenture”) to that certain indenture, dated as of October 5, 2020 (the “Base Indenture” and, together with the First Supplemental Indenture, the “Indenture”), each by and among the Issuers, the guarantors party thereto (the “Guarantors”) and Wilmington Trust, National Association, as trustee and collateral agent, in connection with the issuance and sale by the Issuers to Morgan Stanley & Co. LLC and certain other initial purchasers of \$1,500 million aggregate principal amount of 4.000% Second Lien Senior Secured Notes due 2030 (the “Additional Notes”). The Additional Notes are Additional Notes under and as defined in the Indenture and are treated as a single series with the \$1,400 million aggregate principal amount of 4.000% Second Lien Senior Secured Notes due 2030 (the “Initial Notes” and, together with the Additional Notes, the “Notes”) previously issued under the Indenture and have substantially the same terms as those of the Initial Notes for all purposes under the Indenture, including, waivers, amendments, redemptions and offers to purchase. The Issuers expect to use the proceeds from the issuance of the Additional Notes and cash on hand to repay all of the Issuers’ \$1,450 million outstanding 5.000% Second Lien Senior Secured Notes due 2025 (the “2025 Second Lien Notes”), plus any accrued and unpaid interest thereon, and pay related premium, fees and expenses.

The Additional Notes issued pursuant to Regulation S (“Regulation S”) under the U.S. Securities Act of 1933, as amended (the “Securities Act”) are initially issued bearing a temporary CUSIP number that differs from the CUSIP number under which the Initial Notes issued pursuant to Regulation S currently trade. As promptly as practicable following the 40th day after the issue date, we intend to cause the Additional Notes issued pursuant to Regulation S to be consolidated with and share the same CUSIP number as the Initial Notes issued pursuant to Regulation S. Following such consolidation, we expect that the Additional Notes issued pursuant to Regulation S will be fungible with the Initial Notes issued pursuant to Regulation S for trading purposes.

Interest; Ranking; Guarantees; Security

The Notes will mature on October 15, 2030 and bear interest at a rate of 4.000% per annum, payable semi-annually in cash in arrears on April 15 and October 15 of each year, beginning on April 15, 2021. The Notes are second lien senior secured obligations and are (i) equal in right of payment with all of the Issuers’ existing and future senior debt, including borrowings under the Issuers’ senior secured first lien term loan A facility (the “Term Loan A Facility”) and senior secured first lien term loan B facility (the “Term Loan B Facility” and, together with the Term Loan A Facility, the “Term Loan Facilities”), the revolving credit facility (the “Revolving Credit Facility” and, together with the Term Loan Facilities, the “Senior Secured Credit Facilities”) and the obligation under the Issuers’ remaining 2025 Second Lien Notes, the Issuers’ 4.375% Second Lien Senior Secured Notes due 2028 (the “2028 Second Lien Notes” and, together with the 2025 Second Lien Notes, the “Existing Second Lien Notes”), the Issuers’ 4.250% First Lien Senior Secured Notes due 2024 (the “2024 First Lien Notes”), the Issuers’ 5.750% First Lien Senior Secured Notes due 2025 (the “2025 First Lien Notes”) and the Issuers’ 3.875% First Lien Senior Secured Notes due 2028 (the “2028 First Lien Notes” and, together with the 2024 First Lien Notes and the 2025 First Lien Notes, the “Existing First Lien Notes” and, together with the Existing Second Lien Notes, the “Existing Notes”); (ii) effectively subordinated in right of payment to all of the Issuers’ existing and future indebtedness that is secured by a lien on the collateral on a first-priority basis, including the Senior Secured Credit Facilities and the Existing First Lien Notes, to the extent of the value of the collateral securing such debt; (iii) equal in right of payment with all of the Issuers’ existing and future second-priority senior secured debt, including obligations under the Existing Second Lien Notes, to the extent of the value of the collateral securing such debt; (iv) effectively senior in the right of payment to all of the Issuers’ existing and future unsecured senior debt and junior lien debt, to the extent of the value of the collateral securing the Notes; (v) senior in right of payment to all of the Issuers’ future subordinated debt; and (vi) structurally subordinated to all existing and future liabilities of the Issuers’ non-guarantor subsidiaries.

The Notes are guaranteed (the “Guarantees”) fully and unconditionally, and jointly and severally, on a second lien senior secured basis by each of the Issuers’ wholly owned restricted subsidiaries that guarantee the Issuers’ obligations under certain credit facilities (including the Senior Secured Credit Facilities).

The Guarantees will be the Guarantors’ second-priority senior secured obligations and will be (i) equal in right of payment with all of such Guarantors’ existing and future senior debt, including borrowings under and guarantees of the Senior Secured Credit Facilities and guarantees in respect of the Existing Notes; (ii) effectively subordinated in right of payment to all of such

Guarantors' existing and future first-priority senior secured debt, including the borrowings under and guarantees of the Senior Secured Credit Facilities and the obligations under the Existing First Lien Notes and the existing notes of The TDL Group Corp. (which are secured by a first-priority lien on the assets of The TDL Group Corp.), to the extent of the value of the collateral securing such first-priority debt; (iii) equal in right of payment with all of such Guarantors' existing and future second-priority senior secured debt, including the guarantees with respect of the Existing Second Lien Notes, to the extent of the value of the collateral securing the Guarantees; (iv) effectively senior to all of such Guarantors' existing and future unsecured senior debt and junior lien debt to the extent of the value of the collateral securing the guarantees; (v) senior in right of payment to all of such Guarantors' future subordinated debt; and (vi) structurally subordinated to all existing and future liabilities of all such Guarantors' non-guarantor subsidiaries.

Optional Redemption

The Issuers may redeem some or all of the Notes at any time prior to October 15, 2025 at a price equal to 100% of the principal amount of the Notes redeemed plus a "make-whole" premium, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. The Issuers may redeem some or all of the Notes at any time on or after October 15, 2025 at the redemption prices set forth in the Indenture. In addition, at any time prior to October 15, 2023, up to 40% of the original aggregate principal amount of the Notes may be redeemed with the net proceeds of certain equity offerings, at the redemption price specified in the Indenture. The Notes may also be redeemed upon certain changes in tax laws.

In connection with any tender offer for the Notes, including a change of control offer or an asset sale offer, the Issuers will have the right to redeem the Notes at a redemption price equal to the amount offered in that tender offer if holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in such tender offer.

Change of Control

If the Issuers experience a change of control, the Issuers must offer to repurchase the Notes from the holders thereof at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest (including additional amounts specified in the Indenture, if any), if any, to, but excluding, the date of such repurchase.

Covenants and Events of Default

The terms of the Indenture, among other things, limit the ability of the Issuer and its restricted subsidiaries to (i) incur additional indebtedness or guarantee indebtedness; (ii) create liens or use assets as security in other transactions; (iii) declare or pay dividends, redeem stock or make other distributions to stockholders; (iv) make investments; (v) merge, amalgamate or consolidate, or sell, transfer, lease or dispose of substantially all of the Issuers' assets; (vi) enter into transactions with affiliates; (vii) sell or transfer certain assets; and (viii) agree to certain restrictions on the ability of restricted subsidiaries to make payments to the Issuers and their restricted subsidiaries. These covenants are subject to a number of important conditions, qualifications, exceptions and limitations that are described in the Indenture.

The Indenture provides for customary events of default (subject in certain cases to customary grace and cure periods), which include payment defaults, a failure to pay certain judgments and certain events of bankruptcy and insolvency. These events of default are subject to a number of important qualifications, limitations and exceptions that are described in the Indenture.

The foregoing summary of the Indenture does not purport to be complete and is qualified in its entirety by reference to the complete terms of the Base Indenture, filed as Exhibit 4.16 hereto, the form of Notes, filed as Exhibit 4.16(a) hereto, and the First Supplemental Indenture, filed as Exhibit 4.17 hereto, each of which is incorporated herein by reference.

Certain Relationships

The initial purchasers and their affiliates from time to time have provided in the past and may provide in the future various financial advisory, investment banking, investment management, principal investment, hedging and other commercial lending services in the ordinary course of business to the Company and its affiliates. In addition, affiliates of certain of the initial purchasers are lenders and/or agents under the Senior Secured Credit Facilities and as such are entitled to certain fees and expenses in connection therewith. The Issuers expect to use the proceeds from the issuance of the Additional Notes to repay all of the Issuers' \$1,450 million outstanding Second Lien Notes, plus any accrued and unpaid interest thereon, and pay related premium, fees and expenses. To the extent the initial purchasers or their affiliates own any of the 2025 Second Lien Notes being repaid, they will receive a portion of the proceeds of the issuance of the Additional Notes.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information included in Item 1.01 of this Current Report is incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.16	Indenture, dated as of October 5, 2020, by and among 1011778 B.C. Unlimited Liability Company, as issuer, New Red Finance, Inc., as co-issuer, the guarantors from time to time party thereto and Wilmington Trust, National Association, as trustee and collateral agent (incorporated by reference to Exhibit 4.16 of Restaurant Brands International Inc.'s Current Report on Form 8-K, dated October 13, 2020).
4.16(a)	Form of 4.000% Second Lien Senior Secured Notes due 2030 (incorporated by reference to Exhibit 4.16(a) of Restaurant Brands International Inc.'s Current Report on Form 8-K, dated October 13, 2020).
4.17	First Supplemental Indenture, dated as of November 2, 2020, by and among 1011778 B.C. Unlimited Liability Company, as issuer, New Red Finance, Inc., as co-issuer, the guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral agent.
104	Cover Page Interactive Data File (the cover page tags are embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RESTAURANT BRANDS INTERNATIONAL INC.

RESTAURANT BRANDS INTERNATIONAL LIMITED PARTNERSHIP, by its general partner RESTAURANT BRANDS INTERNATIONAL INC.

Date: November 2, 2020

/s/ Jill Granat

Name: Jill Granat

Title: General Counsel and Corporate Secretary

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Section 2: EX-4.17 (EX-4.17)

EXHIBIT 4.17

FIRST SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of November 2, 2020, by and among 1011778 B.C. Unlimited Liability Company, an unlimited liability company organized under the laws of British Columbia (the "Issuer"), New Red Finance, Inc., a Delaware corporation (the "Co-Issuer" and, together with the Issuer, the "Issuers"), the guarantors party hereto (the "Guarantors") and Wilmington Trust, National Association, a national banking association, as trustee (in such capacity, the "Trustee") and as collateral agent (in such capacity, the "Collateral Agent").

WITNESSETH

WHEREAS, each of the Issuers, the Guarantors, the Trustee and the Collateral Agent has heretofore executed and delivered an indenture, dated as of October 5, 2020 (the "Indenture"), pursuant to which the Issuers initially issued, on the date thereof, \$1,400,000,000 aggregate principal amount of their 4.000% Second Lien Senior Secured Notes due 2030 (the "Initial Notes");

WHEREAS, Section 2.1(a) of the Indenture provides that Additional Notes may be issued from time to time by the Issuers (subject to the Issuers' compliance with Sections 3.2 and 3.6 of the Indenture) and shall be considered collectively as a single class with the Initial Notes;

WHEREAS, Section 9.1(7) of the Indenture provides that the Issuers, the Guarantors, the Trustee and the Collateral Agent may supplement the Indenture without the consent of any Holder to provide for the issuance of Additional Notes in accordance with the terms of the Indenture; and

WHEREAS, the Issuers and the Guarantors desire to execute and deliver this Supplemental Indenture for the purpose of issuing an additional \$1,500,000,000 aggregate principal amount of 4.000% Second Lien Senior Secured Notes due 2030,

having terms substantially identical in all material respects to the Initial Notes (the “Additional Notes” and, together with the Initial Notes, the “Notes”).

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Additional Notes. As of the date hereof, the Issuers will issue, and the Trustee is directed to authenticate and deliver, the Additional Notes in an aggregate principal amount of \$1,500,000,000 under the Indenture, having terms substantially identical in all material respects to the Initial Notes at an issue price of 100.000% plus accrued and unpaid interest from October 5, 2020. The Initial Notes and the Additional Notes shall be treated as a single class for all purposes under the Indenture. The Additional Notes shall be Restricted Notes under the Indenture.

(3) Authorization for Collateral Documents. By its acceptance of the Additional Notes, each Holder shall be deemed to authorize the Trustee and Collateral Agent, as the case may be, to enter into (including by way of joinder or accession and by way of appointing the Existing Second Lien Notes Collateral Agent to serve as representative of the Collateral Agent) the Collateral Documents and the Intercreditor Agreements and to perform its obligations and exercise its rights thereunder in accordance therewith.

(4) Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

(5) Counterparts. The parties hereto may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or pdf transmission (which may include counterparts delivered by any standard form of telecommunication, including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g. www.docusign.com) shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

(6) Headings. The headings of the Sections in this Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

(7) The Trustee. The Trustee and the Collateral Agent shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuers and the Guarantors.

(8) Continued Effect. Except as expressly supplemented and amended by this Supplemental Indenture, the Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Indenture (as supplemented and amended by this Supplemental Indenture) is in all respects hereby ratified and confirmed. This Supplemental Indenture and all the terms and conditions of this Supplemental Indenture, with respect to the Notes, shall be and be deemed to be part of the terms and conditions of the Indenture for any and all purposes.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, all as of the date first above written.

1011778 B.C. UNLIMITED LIABILITY COMPANY

By: /s/ Jon Domanko Name: Jon Domanko
Title: Assistant Secretary

NEW RED FINANCE, INC.

By: /s/ Jon Domanko
Name: Jon Domanko
Title: Assistant Secretary

BK ACQUISITION, INC.
BK WHOPPER BAR, LLC
BURGER KING CAPITAL FINANCE, INC.
BURGER KING CORPORATION
BURGER KING HOLDINGS, INC.
BURGER KING INTERAMERICA, LLC
BURGER KING WORLDWIDE, INC.

By: /s/ Jon Domanko

Name: Jon Domanko

Title: Assistant Secretary

1014369 B.C. UNLIMITED LIABILITY COMPANY
1019334 B.C. UNLIMITED LIABILITY COMPANY
1024670 B.C. UNLIMITED LIABILITY COMPANY
1028539 B.C. UNLIMITED LIABILITY COMPANY
1029261 B.C. UNLIMITED LIABILITY COMPANY
1057639 B.C. UNLIMITED LIABILITY COMPANY
1057772 B.C. UNLIMITED LIABILITY COMPANY
1057837 B.C. UNLIMITED LIABILITY COMPANY
BK CANADA SERVICE ULC
BLUE HOLDCO 1, LLC
BLUE HOLDCO 2, LLC
BLUE HOLDCO 3, LLC
BLUE HOLDCO 440, LLC
BURGER KING CANADA HOLDINGS INC./PLACEMENTS BURGER KING CANADA
INC.
GPAIR LIMITED
GRANGE CASTLE HOLDINGS LIMITED
LLCXOX, LLC
ORANGE GROUP, INC.
ORANGE INTERMEDIATE, LLC
PLK ENTERPRISES OF CANADA, INC.
POPEYES LOUISIANA KITCHEN, INC.
RESTAURANT BRANDS HOLDINGS CORPORATION
RESTAURANT BRANDS INTERNATIONAL US SERVICES LLC
SBFD HOLDING CO.
TDLDD HOLDINGS ULC
TDLRR HOLDINGS ULC
THE TDL GROUP CORP./GROUPE TDL CORPORATION
TIM DONUT U.S. LIMITED, INC.
TIM HORTONS (NEW ENGLAND), INC.
TIM HORTONS CANADIAN IP HOLDINGS CORPORATION
TIM HORTONS USA INC.

By: /s/ Jon Domanko

Name: Jon Domanko

Title: Assistant Secretary

1112090 B.C. UNLIMITED LIABILITY COMPANY
1112097 B.C. UNLIMITED LIABILITY COMPANY
1112100 B.C. UNLIMITED LIABILITY COMPANY
1112104 B.C. UNLIMITED LIABILITY COMPANY
1112106 B.C. UNLIMITED LIABILITY COMPANY
BC12SUB- ORANGE HOLDINGS ULC
BCP-SUB, LLC
BLUE HOLDCO AKA7, LLC
BLUE HOLDCO AKA8, LLC
BLUE HOLDCO 300, LLC
LAX HOLDINGS ULC
LLC-QZ, LLC
ORANGE GROUP INTERNATIONAL, INC.
PBB HOLDINGS ULC
RB CRISPY CHICKEN HOLDINGS ULC
RB OCS HOLDINGS ULC
RB TIMBIT HOLDINGS ULC
SBFD BETA, LLC
SBFD SUBCO ULC
SBFD, LLC
ZN1 HOLDINGS ULC
ZN19TDL HOLDINGS ULC
ZN3 HOLDINGS ULC
ZN4 HOLDINGS ULC
ZN5 HOLDINGS ULC
ZN6 HOLDINGS ULC
ZN7 HOLDINGS ULC
ZN8 HOLDINGS ULC
ZN9 HOLDINGS ULC
SOCIÉTÉ EN COMMANDITE TARTE 3/ PIE 3
LIMITED PARTNERSHIP, by 1011778 B.C. UNLIMITED LIABILITY COMPANY, its
general partner
SOCIÉTÉ EN COMMANDITE TARTE 4/ PIE 4
LIMITED PARTNERSHIP, by 12-2019
HOLDINGS ULC, its general partner
SOCIÉTÉ EN COMMANDITE P2019/P2019
LIMITED PARTNERSHIP, by 1011778 B.C. UNLIMITED LIABILITY COMPANY, its
general partner

By: /s/ Jon Domanko
Name: Jon Domanko
Title: Assistant Secretary

12-2019 HOLDINGS ULC
12KR HOLDINGS ULC
12KRR HOLDINGS ULC
12ZZ HOLDINGS ULC
2097A HOLDINGS ULC
2097AA HOLDINGS ULC
2097B HOLDINGS ULC
BC3-A, LLC
BKC-IP, LLC
BKHS-A, LLC
KR1 HOLDINGS ULC
KR19TDL HOLDINGS ULC
KR2 HOLDINGS ULC
KR3 HOLDINGS ULC
KR4 HOLDINGS ULC
KR5 HOLDINGS ULC
KR6 HOLDINGS ULC
KR7 HOLDINGS ULC
KR8 HOLDINGS ULC
KR9 HOLDINGS ULC
IPCOA HOLDINGS ULC
IPCOAA HOLDINGS ULC
IPCOB HOLDINGS ULC
LDTA HOLDINGS ULC
LDTAA HOLDINGS ULC
LDTC HOLDINGS ULC
LLC440-A, LLC
LLC-K4, LLC
LLC-K5, LLC
LLC-QQ, LLC
RBHZZ HOLDINGS ULC
SOCIÉTÉ EN COMMANDITE BC12/ BC12
LIMITED PARTNERSHIP, by 12-2019 HOLDINGS ULC, its general partner
SOCIÉTÉ EN COMMANDITE BC12P/ BC12PLIMITED PARTNERSHIP, by 12-2019 HOLDINGS ULC,
its general partner
SOCIÉTÉ EN COMMANDITE 2097P / 2097P LIMITED PARTNERSHIP, by 1112097 B.C. UNLIMITED
LIABILITY COMPANY and ZN3 HOLDINGS ULC, in their capacities as general partners
SOCIÉTÉ EN COMMANDITE LDTB / LDTB
LIMITED PARTNERSHIP, by THE TDL GROUP
CORP./GROUPE TDL CORPORATION, its general partner
SOCIÉTÉ EN COMMANDITE IPCO / IPCO
LIMITED PARTNERSHIP, by KR2 HOLDINGS ULC, its general partner

By: /s/ Jon Domanko
Name: Jon Domanko
Title: Assistant Secretary

Wilmington Trust, National Association,
as Trustee and as Collateral Agent

By: /s/ Sarah Vilhauer
Name: Sarah Vilhauer
Title: Banking Officer

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