daamen & van sluis

ANNUAL REPORT 2017
OF
FRIGOGLASS FINANCE B.V.
SEATED IN
LONDON

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1. AUDITOR'S REPORT

daamen & van sluis
ACCOUNTANTS • BELASTINGADVISEURS

To the board of directors and shareholders of
Frigoglass Finance B.V.
West Africa House
Hanger Lane, Ealing
London W5 3QP

Capelle aan den IJssel, 11 July 2018

Ref.nr.: 13147/MO/DS/ML/0955.18

Dear board of directors and shareholders,

1.1 SCOPE OF ENGAGEMENT

With reference to our examination of the financial statements, we bring the following to your attention. We have audited the financial statements 2017 based upon the data provided by you. The company's board of directors is responsible for the content of the annual report. Our responsibility is to issue an audit report on these financial statements based upon our proceedings. Our report is included in the financial statements under the 'Other information'. Our findings led to the accompanying report.

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1.2 GENERAL

Incorporation company

The company Frigoglass Finance B.V. was incorporated on 8 April 2013 and was registered at the Chamber of Commerce under number 57674558 until March 2017, when Frigoglass Finance B.V. moved its registered office and sole place of business from the Netherlands to the United Kingdom. This was noticed to the Dutch and UK tax authorities in March 2017 in order to commence the mutual agreement procedure between the Dutch and UK tax authorities to determine Frigoglass Finance B.V.'s sole tax residence.

Share capital and shareholders

The share capital amounts to EUR 100, divided in 10,000 shares each worth nominally EUR 0.01. All shares in the share capital have been issued to Frigoinvest Holdings B.V.

Adoption of the annual accounts

The Annual General Meeting of Shareholders has adopted the 2016 annual report on 17 May 2017. The net result after taxation for the year 2016 was EUR 184.360.

Board of directors

During the financial year ended 31 December 2017 Mr. E. Fafalios, Mrs. L.N. Chanaki, Mr. V. Cheshire and Mr. S.W.S. Norton managed the company.

Financial year

The financial year equals the calendar year.

1.3 FISCAL POSITION

		2017
	EUR	EUR
Calculation taxable amount		
Total commercial income		37.517.315
Tax adjustments		
Restructuring income	-45.000.056	
Restructuring expenses	7.651.330	
Other	39.062	
		-37.309.664
Taxable amount		207.651

Calculation corporate tax

The payable corporate income tax for the current financial year has been calculated as follows:

19% of € 207.651	39.454
Total UK Tax	39.454

Profit and loss account

In the statement of income and expenses corporate tax has been processed as follows:

Deferred income tax expense	-67.632
Income tax expense from current financial year	39.454
Accumulated company tax	-28.178

Yours sincerely,

Daamen & van Sluis Accountants Belastingadviseurs

P.P.J.M. Otten RA

2. FINANCIAL STATEMENTS

2.1 BALANCE SHEET AS AT 31 DECEMBER 2017
(After proposal distribution of profit)

		31-12-2017		31-12-2016	
		EUR	EUR	EUR	EUR
Assets					
Fixed assets					
Financial fixed assets	1		4.421.000		4.421.000
Current assets					
Receivables	2		257.175.032		322.504.681
Cash	3		2.359.977		2.651.284
Total assets			263.956.009		329.576.965

		31-12-2017		31-12-2016	
		EUR	EUR	EUR	EUR
Liabilities					
Shareholders' equity	**4**				
Issued share capital	**5**	100		100	
Share premium		4.421.000		4.421.000	
Other reserves	**6**	35.060.267		-2.485.226	
			39.481.367		1.935.874
Provisions					
Deferred taxes	**7**		-		67.632
Long-term liabilities					
Subordinated loans	**8**	177.929.419		-	
Other long-term liabilities	**9**	-		247.462.261	
			177.929.419		247.462.261
Current liabilities, accruals and deferred income					
Amounts owed to credit institutions	**10**	44.072.598		77.123.872	
Accounts payable	**11**	82.377		21.023	
Taxes and social security charges	**12**	39.454		-	
Other liabilities and accrued expenses	**13**	2.350.794		2.966.303	
			46.545.223		80.111.198
Total liabilities			263.956.009		329.576.965

2.2 PROFIT AND LOSS ACCOUNT FOR THE YEAR 2017

			2017		*2016*
		EUR	EUR	EUR	EUR
Other operating expenses	14		8.315.762		-40.295
Operating result			-8.315.762		40.295
Other interest and similar income	15	62.581.093		27.549.607	
Interest and similar expenses	16	-16.748.016		-27.339.384	
			45.833.077		210.223
Result of ordinary activities before taxation			37.517.315		250.518
Taxation			28.178		-66.158
Net result after taxation			37.545.493		184.360

2.3 NOTES TO THE FINANCIAL STATEMENTS

General notes

The most important activities of the entity

The object of Frigoglass Finance B.V. (the company) shall be to take holdings and other interest in, finance and have financed the debts and commitments of group companies and third parties as well as to provide those businesses with capital, frequently by subscribing for shares in those businesses.

The location of the actual activities

In March 2017 Frigoglass Finance B.V. moved its registered office and sole place of business from the Netherlands to the United Kingdom. This was noticed to the Dutch and UK tax authorities in March 2017 in order to commence the mutual agreement procedure between the Dutch and UK tax authorities to determine Frigoglass Finance B.V.'s sole tax residence.
The actual address of Frigoglass Finance B.V. is Hanger Lane West Afrcia House, W5 3QP in London.

General accounting principles

The accounting standards used to prepare the financial statements

These financial statements have been prepared by management in accordance with International Financial Reporting Standards (IFRS) and IFRIC interpretations as adopted by the European Union, and International Financial Reporting Standards issued by the IASB.

The financial statements have been prepared in accordance with the going concern basis of accounting. The use of this basis of accounting takes into consideration the company's current and forecasted financing position.

Assets and liabilities are generally valued at historical cost, production cost or at fair value at the time of acquisition. If no specific valuation principle has been stated, valuation is at historical cost.

Conversion of amounts denominated in foreign currency

Foreign currency transactions are translated into the functional currency using exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions, and from the translation at year-end exchange rates, of monetary assets and liabilities denominated in foreign currencies, are recognised in the income statement.

Accounting principles

Financial assets

The company accounts for investments in subsidiaries at historic cost less impairment losses. Impairment losses are recognised in the income statement.

Receivables

Receivables are initially valued at the fair value of the consideration to be received, including transaction costs if material. Receivables are subsequently valued at the amortised cost price. If there is no premium or discount and there are no transaction costs, the amortised cost price equals the nominal value of the accounts receivable. Provisions for bad debts are deducted from the carrying amount of the receivable.

Cash and cash equivalents

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term, highly liquid investments with original maturities of three months or less and bank overdrafts. Bank overdrafts are included within borrowings in current liabilities on the balance sheet.

Equity

When the company purchases treasury shares, the consideration paid is deducted from equity (other reserves or any other reserve if the articles of association allow so) until the shares are cancelled or reissued. Where such shares are subsequently reissued, any consideration received is included in equity (other reserves or any other reserve). The consideration received will be added to the reserve from which earlier the purchase price has been deducted.

Incremental costs directly attributable to the purchase, sale and/or issue of new shares are shown in equity as a deduction, net of tax, from the proceeds.

Provision for tax liabilities

Deferred income tax is provided in full, using the balance sheet liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements.

The deferred income tax that arises from initial recognition of an asset or liability in a transaction other than a business combination, that at the time of the transaction affects neither accounting nor taxable profit nor loss, is not accounted for.

Deferred tax assets are recognised to the extent that future taxable profit, against which the temporary differences can be utilised, is probable.

Deferred tax liabilities are provided for taxable temporary differences arising on investments in subsidiaries, except for when the Group is able to control the reversal of the temporary difference, thus it is probable that the temporary difference will notreverse in the foreseeable future.

Deferred income taxation is determined using tax rates that have been enacted at the balance sheet date and are expected to apply when the related deferred income tax asset is realised or the related deferred income tax liability is settled. Deferred tax is charged or credited in the income statement, unless it relates to items credited or charged directly to equity, in which case the deferred tax is also recorded in equity.

Non-current liabilities

On initial recognition long-term debts are recognised at fair value. Transaction costs which can be directly attributed to the acquisition of the long-term debts are included in the initial recognition. After initial recognition long-term debts are recognised at the amortised cost price, being the amount received taking into account premiums or discounts and minus transaction costs. If there is no premium / discount or if there are no transaction costs, the amortised cost price is the same as the nominal value of the debt.

The difference between stated book value and the mature redemption value is accounted for as interest cost in the profit and loss account on the basis of the effective interest rate during the estimated term of the long-term debts.

Current liabilities

On initial recognition current liabilities are recognised at fair value. After initial recognition current liabilities are recognised at the amortised cost price, being the amount received taking into account premiums or discounts and minus transaction costs. This is usually the nominal value.

Accounting principles for determining the result

The result is the difference between the realisable value of the goods/services provided and the costs and other charges during the year. The results on transactions are recognised in the year in which they are realised.

Income tax expense

The current income tax charge is calculated on the basis of the tax laws enacted or substantively enacted at the balance sheet date in the countries where the company's subsidiaries operate and generate taxable income. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulations is subject to interpretation and establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

2.4 NOTES TO THE BALANCE SHEET

	31-12-2017	*31-12-2016*
	EUR	EUR
1 Financial fixed assets		
Participations in group companies	4.421.000	4.421.000

Participations in group companies

3P Frigoglass S.R.L. (100%)	4.421.000	4.421.000

2 Receivables

Receivables from group companies	257.172.200	322.504.681
Accruals and prepaid expenses	2.832	-
	257.175.032	322.504.681

Receivables from group companies

Frigoinvest Holdings B.V.	257.172.200	284.095.936
Frigorex Cyprus Ltd	-	28.628.611
Frigoglass Romania S.R.L.	-	4.992.816
Frigorex East Africa Ltd	-	4.749.487
Frigoglass Global Ltd	-	37.831
	257.172.200	322.504.681

The interest rate for intergroup loans is 5,7336% (2016: 9,1331%).

3 Cash

Citibank International Plc	30.256	1.432
HSBC Bank Plc	2.321.702	2.639.224
Eurobank Ergasias	8.019	10.628
	2.359.977	2.651.284

4 Shareholders' equity

	Issued share capital	Share premium	Other reserves	Total
	EUR	EUR	EUR	EUR
Balance as at 1 January 2017	100	4.421.000	-2.485.226	1.935.874
Appropriation of result	-	-	37.545.493	37.545.493
Balance as at 31 December 2017	100	4.421.000	35.060.267	39.481.367

The part withheld from the profit for 2017 amounts to € 0 (2016: € 0).

5 Issued share capital

The share capital amounts to EUR 100, divided in 10,000 shares each worth nominally EUR 0.01. All shares in the share capital have been issued to Frigoinvest Holdings B.V.

	2017	*2016*
	EUR	EUR
6 Other reserves		
Balance as at 1 January	-2.485.226	-2.669.586
Appropriation of result	37.545.493	184.360
Balance as at 31 December	35.060.267	-2.485.226
7 Deferred taxes		
Balance as at 1 January	67.632	81.613
Decreasing as a result of revaluation	-67.632	-13.981
Balance as at 31 December	-	67.632

	31-12-2017	*31-12-2016*
	EUR	EUR
8 Subordinated loans		
1st Lien Notes	79.394.180	-
2nd Lien Notes	98.535.239	-
	177.929.419	-
9 Other long-term liabilities		
Bond loan	-	247.462.261

On 12 April 2017 the Group entered into a legally binding agreement (the "Lock up Agreement") on the key terms of the restructuring of its indebteness (the "Restructuring"), with its key stakeholders, including its largest shareholder (Boval SA), an ad-hoc committee representing approximately 38% of the holders of Frigoglass Euro 250 million 8.25% Senior Notes due 2018, and Frigoglass core lending banks (CITIBANK, HSBC, Alpha Bank and Eurobank).

First lien Debt are senior secure obligations, senior to the second lien Debt comprising of first lien facilities and first lien notes, which mature in December 2021 and carry euribor + 4,25%.The first lien debt will be repaid in six monthly instalments of euro 2m starting from March 2019.The first lien facilities are subject to financial covenants (minimum liquidity covenant, leverage covenant, annual one week clean down) while the first lien debt is subject to cross default on maintenance covenants and clean down of first lien facilities.

Second lien Debt will comprise of second lien facilities and second lien notes, which mature in March 2022 and carry euribor + 3,25% and 7% (fixed) respectively. The second lien facilities are subject to financial covenants as per the first lien facilities while the second lien debt is in line with Existing Notes with additional restrictions.

a. The guarantees and security to be provided in support of the first lien Facilities, the first lien notes, second lien Facilities and second lien notes will be given in accordance with, and subject to, the security principles set out in this Schedule 12 (the Agreed Security Principles) which embody recognition by all parties that there may be certain legal and practical difficulties in obtaining security or guarantees from members of the Group. In particular:

I. general legal and statutory limitations, financial assistance, corporate benefit, fraudulent preference, "transfer pricing", "thin capitalisation" rules, capital maintenance, retention of title claims, employee consultation or approval requirements, exchange control restrictions and similar principles may limit the ability of a member of the Group to provide a guarantee or security or may require that the guarantee or Security be limited by an amount or otherwise; the parent will use all reasonable endeavours (but without incurring material cost and without material adverse impact on relationships with third parties) to assist in overcoming any such restriction;

II. the security and extent of its perfection will be agreed between the parent and the Global Security Agent taking into account the economic cost to the group of providing security (including, for the avoidance of doubt, adverse effects on interest deductibility and stamp duty, notarisation and registration fees) and the proportionate benefit accruing to the Secured Parties having regard to the extent of the obligations which can be secured by that Security and the priority that will be offered by taking or perfecting the Security and the maximum guaranteed or secured amount may be limited to minimise stamp duty, notarisation, registration or other applicable fees, taxes and duties where the benefit to the Secured Parties of increasing the guaranteed or secured amount is disproportionate to the level of such fee, taxes and duties;

III. no Security shall be granted by any Greek Group company if there is a material risk that such Security may attract a 2.4% stamp duty charge, provided, however, that to the extent Greek counsel to the Finance Parties and Greek counsel to the Parent have agreed a way to grant Security over real estate, subject to minimising the cost of Greek stamp duty by capping the Secured Liabilities, and other assets in Greece without incurring 2.4 per cent. stamp duty, then this Security shall not be deemed to have such material risk;

IV. any assets subject to third party arrangements which are not prohibited by the terms of the Transaction Documents and which prevent those assets from being subject to security (including each Existing Facility) will be excluded from the security granted in any relevant Transaction Security Document provided that the parent will use all reasonable endeavours (but without incurring material cost and without material adverse impact on relationships with third parties) to assist in overcoming any such restriction;

V. with the exception of insurance policies, notification of security over contractual rights will not be required prior to the occurrence of an Event of Default that is continuing and in respect of which notice of that Event of Default has been given to the Parent (a Declared Default) if it has or is reasonably likely to have a material adverse effect on the commercial reputation of the relevant

Guarantor or on its ability to conduct its operations and business in the ordinary course; and

VI. all Security (unless indicated in these Agreed Security Principles) shall be governed by the law of and secure assets located in the jurisdiction of incorporation of that Guarantor and no perfection action will be required in jurisdictions where Guarantors are not located.

b. Before incurring material legal fees, registration costs, taxes, notary fees and other costs and expenses relating to the granting of security, the Secured Parties will consult with the Parent.

c. The Obligors will not be required to pay the cost of any re-execution, notarisation, re-registration, amendment or other perfection requirement for any Security on any assignment or transfer by a Secured Party which shall instead be paid by the Lenders.

Terms of Transaction Security Documents

The following principles will be reflected in the terms of any Transaction Security Documents:

a. the security will not be enforceable (and no set-off rights will be exercisable) until the occurrence of a Declared Default;

b. representations and undertakings shall only be included in each Transaction Security Document to the extent necessary under local law to confirm any registration or perfection of, or ensure the validity of, the Security and shall not be repeated;

c. control agreements (or perfection by control or similar arrangements) shall not be required with respect to any assets; and

d. the Secured Parties shall only be able to exercise a power of attorney following the occurrence of a Declared Default or if the relevant Obligor has failed to comply with a further assurance or perfection obligation within ten Business days of being notified.

Bank accounts

If a Guarantor grants Security over its bank accounts it shall (other than with respect to mandatory prepayment or cash collateral accounts) be free to deal with those accounts in the course of its business until a Declared Default. Notice of the Security is only required for mandatory prepayment or cash collateral accounts prior to the occurrence of a Declared Default. Following service of any notice, the Guarantor shall use its reasonable endeavours to obtain an acknowledgement within 20 Business Days of service (at which point its obligation shall cease).

Fixed assets

Subject to the Agreed Security Principles, Security will be granted over fixed assets, but no notice whether to third parties or by attaching a notice to the fixed assets shall be prepared or given until a Declared Default.

Receivables and Loans

If a Guarantor grants security over its material trade or intercompany receivables and loans it shall be free to deal with those receivables and loans prior to the occurrence of a Declared Default, and no notice of Security shall be served until the occurrence of a Declared Default.

Shares

The relevant Security document will be governed by the laws of the jurisdiction of incorporation of the company whose shares are subject to Security. Until the occurrence of a Declared Default: (a) legal title shall remain with the relevant pledgor (save where required for the creation of an effective security); and (b) the pledgor may exercise voting rights in a manner which does not adversely affect the validity or enforceability of the Security or cause an Event of Default.

Real estate

No fixed security shall be granted over real estate comprising (a) leasehold property or (b) real estate which does not have a book value or market value in excess of EUR1,000,000 (or its equivalent in other currencies). There will be no obligation to investigate title, provide surveys or other insurance or environmental due diligence.

Insurance Policies

a. Subject to the Agreed Security Principles, a Guarantor will grant Security over its material insurance policies (excluding any policies relating to third party liability and provided that such policy allows security to be granted).

b. Notice of the Security will be served on the insurance provider by the relevant Guarantor within five Business Days of that Security being granted and the Guarantor shall use its reasonable endeavours to obtain an acknowledgement of that notice within 20 Business Days of service. If the Guarantor has used its reasonable endeavours but has not been able to obtain acknowledgement its obligation to obtain acknowledgement shall cease on the expiry of that 20 Business Day period.

c. No loss payee or other endorsement shall be made on any insurance policy and no Secured Party shall be named as co-insured.

Intellectual Property

a. If a Guarantor grants Security over its material intellectual property it shall be free to deal with those assets in the ordinary course of its business until the occurrence of a Declared Default (including, without limitation, allowing its intellectual property to lapse if no longer material to its business) in accordance with the terms of this Agreement.

b. No Security shall be granted over any intellectual property which cannot be secured under the terms of the relevant licensing agreement. No notice shall be prepared or served to any third party from whom intellectual property is licensed prior to a Declared Default.

c. If required under local law to grant Security, Security over intellectual property will be registered by the relevant Guarantor under the law of that Security document at a relevant supra-national registry (such as the EU) or otherwise at the national registry, subject to the general principles set out in these Agreed Security Principles.

	31-12-2017	***31-12-2016***
	EUR	EUR
10 Amounts owed to credit institutions		
Amounts owed to credit institutions	44.072.598	77.123.872
Amounts owed to credit institutions		
HSBC Bank Plc	13.369.211	18.235.443
Citibank International Plc	9.329.738	11.722.031
Eurobank Ergasias	14.426.641	17.166.398
Alphabank	6.947.008	-
Boval S.A.	-	30.000.000
	44.072.598	77.123.872
11 Accounts payable		
Trade creditors	82.377	21.023

	31-12-2017	31-12-2016
	EUR	EUR

12 Taxes and social security charges

Company tax	39.454	-

13 Other liabilities and accrued expenses

Interest bond loan	-	2.578.117
Accrual interest loans HSBC Bank Plc	126.352	3.680
Accrual interest loans Eurobank Ergasias	113.632	39.371
Accrual interest loans Citibank International Plc	78.801	2.456
Accrual interest loans Alphabank	65.926	-
Accrual interest 2nd Lien Notes	627.986	-
Accrual interest 1st Lien Notes	1.283.695	-
Accrual fees 1st Lien Facilities	52.401	-
Accrual fees Eurobank Ergasias	-	62.657
Accrual interest credit facility Boval S.A.	-	262.500
Accrual audit fees	2.001	17.522
	2.350.794	2.966.303

2.5 NOTES TO THE PROFIT AND LOSS ACCOUNT

Average number of employees

The average number of employees of the group during the years 2017 and 2016, converted to full-time equivalents and broken down by activity, was as follows:

2017

	Number
Average number of employees	-

2016

	Number
Average number of employees	-

	2017	***2016***
	EUR	EUR
14 Other operating expenses		
Housing expenses	8.430	-
Selling expenses	19.531	-
Office expenses	2.683	-
General expenses	8.285.118	-40.295
	8.315.762	-40.295
General expenses		
Currency translation differences	-87.260	-
Other general expenses	-	827
Commitment fee banks	264.923	622.997
Waiver fee credit facilities	-	62.500
Legal fees/administration expenses	479.098	222.345
	656.761	908.669
Applied general expenses	7.628.357	-948.964
	8.285.118	-40.295
15 Other interest and similar income		
Interest of receivables from group companies	62.581.093	27.549.607
Interest of receivables from group companies		
Frigoinvest Holdings B.V.	62.581.093	23.732.072
Frigorex Cyprus Ltd	-	2.058.205
Frigoglass Eurasia LLC	-	32.854
Frigoglass Romania S.R.L.	-	832.744
Frigoglass Indonesia PT	-	224.221
Frigorex East Africa Ltd	-	658.273
Frigoglass Global Ltd	-	11.238
	62.581.093	27.549.607

	2017	2016
	EUR	EUR
16 Interest and similar expenses		
Interest loans contracted	1.911.681	-
Interest other liabilities	12.610.033	23.369.962
Paid bank interest	2.059.788	3.708.347
Other interest expenses	166.514	261.075
	16.748.016	27.339.384

Interest loans contracted

Interest 1st Lien Notes	627.986	-
Interest 2nd Lien Notes	1.283.695	-
	1.911.681	-

Interest other liabilities

Interest bond loan	11.513.121	20.625.000
Amortization issuance costs	680.662	1.533.712
Interest credit facility Boval S.A.	416.250	1.211.250
	12.610.033	23.369.962

Paid bank interest

Financing interest	35.633	14.095
Interest loans HSBC Bank Plc	675.882	1.845.965
Interest loans Citibank International Plc	679.646	1.471.074
Interest loans Eurobank Ergasias	458.594	377.213
Interest loans Alphabank	66.268	-
Other interest	143.765	-
	2.059.788	3.708.347

Other interest expenses

Amortization VAT asset	166.514	117.539
Withholding tax on interest	-	143.536
	166.514	261.075

London,

The board of directors

S.W.S. Norton

V. Cheshire

L.N. Chanaki

3. OTHER INFORMATION

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INDEPENDENT AUDITOR'S REPORT

To: The shareholders of Frigoglass finance B.V.

A. Report on the audit of the financial statements 2017 included in the annual report

Our opinion
We have audited the financial statements 2017 of Frigoglass Finance B.V., based in London.

In our opinion the accompanying financial statements give a true and fair view of the financial position of Frigoglass Finance B.V. as at 31 December 2017, and of its result for 2017 in accordance with International Financial Reporting Standards as adopted by the European Union (EU-IFRS) and with Part 9 of Book 2 of the Dutch Civil Code.

The financial statements comprise:
1. the statement of financial position as at December 31, 2017;
2. the income statement for 2017; and
3. the notes comprising a summary of the significant accounting policies and other explanatory information.

Basis for our opinion
We conducted our audit in accordance with Dutch law, including the Dutch Standards on Auditing. Our responsibilities under those standards are further described in the 'Our responsibilities for the audit of the financial statements' section of our report.

We are independent of Frigoglass finance B.V. in accordance with the Wet toezicht accountantsorganisaties (Wta, Audit firms supervision act), the Verordening inzake de onafhankelijkheid van accountants bij assurance-opdrachten (ViO, Code of Ethics for Professional Accountants, a regulation with respect to independence) and other relevant independence regulations in the Netherlands. Furthermore we have complied with the Verordening gedrags- en beroepsregels accountants (VGBA, Dutch Code of Ethics).

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

B. Report on the other information included in the annual report

In addition to the financial statements and our auditor's report thereon, the annual report contains other information that consists of:
- other information as required by Part 9 of Book 2 of the Dutch Civil Code.

Based on the following procedures performed, we conclude that the other information:
- is consistent with the financial statements and does not contain material misstatements;
- contains the information as required by Part 9 of Book 2 of the Dutch Civil Code.

We have read the other information. Based on our knowledge and understanding obtained through our audit of the financial statements or otherwise, we have considered whether the other information contains material misstatements.

By performing these procedures, we comply with the requirements of Part 9 of Book 2 of the Dutch Civil Code and the Dutch Standard 720. The scope of the procedures performed is substantially less than the scope of those performed in our audit of the financial statements.

Management is responsible for the preparation of the management report in accordance with Part 9 of Book 2 of the Dutch Civil Code and other information as required by Part 9 of Book 2 of the Dutch Civil Code.

C. Description of responsibilities regarding the financial statements

Responsibilities of management for the financial statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with EU-IFRS and Part 9 of Book 2 of the Dutch Civil Code. Furthermore, management is responsible for such internal control as management determines is necessary to enable the preparation of the financial statements that are free from material misstatement, whether due to fraud or error.

As part of the preparation of the financial statements, management is responsible for assessing the company's ability to continue as a going concern. Based on the financial reporting frameworks mentioned, management should prepare the financial statements using the going concern basis of accounting unless management either intends to liquidate the company or to cease operations, or has no realistic alternative but to do so.

Management should disclose events and circumstances that may cast significant doubt on the company's ability to continue as a going concern in the financial statements.

Our responsibilities for the audit of the financial statements
Our objective is to plan and perform the audit engagement in a manner that allows us to obtain sufficient and appropriate audit evidence for our opinion.

Our audit has been performed with a high, but not absolute, level of assurance, which means we may not detect all material errors and fraud during our audit.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. The materiality affects the nature, timing and extent of our audit procedures and the evaluation of the effect of identified misstatements on our opinion.

We have exercised professional judgement and have maintained professional scepticism throughout the audit, in accordance with Dutch Standards on Auditing, ethical requirements and independence requirements. Our audit included among others:

- identifying and assessing the risks of material misstatement of the financial statements, whether due to fraud or error, designing and performing audit procedures responsive to those risks, and obtaining audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control;
- obtaining an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control;
- evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management;
- concluding on the appropriateness of management's use of the going concern basis of accounting, and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause a company to cease to continue as a going concern;
- evaluating the overall presentation, structure and content of the financial statements, including the disclosures; and
- evaluating whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant findings in internal control that we identify during our audit.

Capelle aan den IJssel, 11 July 2018

Daamen & van Sluis Accountants Belastingadviseurs

P.P.J.M. Otten RA