Guidance on Green Loan Principles

APLMA Asia Pacific Loan Market Association

LMA Loan Market Association

LSTA ADVANCING THE CORPORATE LOAN MARKET

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Interpretation of terms

The following definitions provide guidance for understanding and implementing this Guidance on Green Loan Principles:

- "Shall": Indicates a mandatory requirement.
- "Should": Indicates a recommendation.
- "May": Indicates an optional course of action.
- "Can": Indicates possibility or capability, for example, that an organization or individual is able to act.

For all other terms, a plain English approach is adopted.

1 Introduction

The Green Loan Principles (GLP) were originally launched in 2018 and provide a framework to articulate the fundamental characteristics of a green loan. In order to promote the development of this product, and to underpin and strengthen its integrity, the APLMA, LMA and LSTA considered it appropriate to produce Guidance on the GLP, to provide market practitioners with clarity on their application and promote a harmonised approach.

This Guidance should be read alongside the GLP.

Guidance is also available for the Sustainability-Linked Loan Principles (SLLP) and the Social Loan Principles (SLP). These sets of Guidance are intended to highlight the differences between, and suitability of application of the GLP, the SLP and /or the SLLP to any particular deal.

2 Fundamentals

A. Is there a definition of green loans?

The GLP define green loans as:-

"…any type of loan instruments and/or contingent facilities (such as bonding lines, guarantee lines or letters of credit) where the proceeds or an equivalent amount shall be exclusively applied to finance, re-finance or guarantee, in whole or in part, new and/or existing eligible Green Projects and which are aligned to the four core components of the GLP."

Borrowers shall explain the alignment of their green loan with the four core components of the GLP in a green loan framework and/or legal documentation, as appropriate.

The definition of green loans will be reviewed on a regular basis in light of the development and growth of the green loan market. Whilst it is recognised that definitions of "green" and "Green Projects" may vary depending on sector and geography[1], the GLP do contain a high-level, non-exhaustive list of potential categories of eligibility for Green Projects (See – 1. Use of Proceeds in the GLP).

B. What are the advantages of entering a green loan?

Entering into a green offers a range of advantages for borrowers and lenders. Such advantages may include, but not limited to, the following:

- **Access to a Broader Investor Pool**: Attracting investors who prioritise environmental, social and governance (ESG) focused investments.
- **Market Resilience and Risk Reduction**: Gaining access to new markets[2] while enhancing portfolio resilience against climate change-related disruptions.
- **Scalable Financing Options**: Simplifying the process of linking new financing to specific green projects through a clear green loan framework.
- **Positive Environmental Impact:** Contributing to environmental objectives, including climate change resilience, mitigation and adaptation efforts.
- **Supporting the UN Sustainable Development Goals**: Advancing global sustainability initiatives.
- **Enhanced Reputation**: Strengthening credibility and demonstrating commitment to environmental responsibility.
- **Building Stronger Stakeholder Relationships**: Fostering values-driven connections with partners and communities.
- **Regulatory and Policy Alignment**: Meeting environmental, strategic, and regulatory commitments and targets.

[1] See ICMA's Compendium of international policy initiatives at https://www.icmagroup.org/assets/documents/Regulatory/Green-Bonds/ICMA-Sustainable-finance-Compendium-of- international-policy-initiatives-best-market-practice-February-2020-200220.pdf for examples of international and national initiatives taxonomies.
[2] The potential for green and sustainable finance to mitigate against long term risks associated with climate change has encouraged regulatory authorities in many countries to promote policy initiatives which encourage and support green and sustainable finance strategies, of which green loans form a key component.

C. Who can borrow a green loan?

Subject to any applicable law, regulation and credit assessment, any type of borrower can borrow a green loan, provided the transaction structure can be aligned with the four core components of the GLP.

D. What is the difference between green/social loans and sustainability-linked loans (SLLs)?

The fundamental determinant of a green/social loan is the utilisation of the loan proceeds for green/social projects (loans that intentionally mix eligible green and social projects can be referred to as “sustainability loans”). Whilst use of proceeds is the key determinant, the other core criteria set out in their respective principles (GLP/SLP) shall also be met, i.e. the criteria for project evaluation and selection, management of proceeds and reporting.

Under the SLLP, use of proceeds is not a determinant in its categorisation and SLLs are typically available without such restrictions (for general corporate purposes). The focus is instead on supporting a borrower in improving its sustainability performance, via the achievement of predetermined sustainability performance targets. As a result, the proceeds may be used to finance any kind of business activities that the borrower is pursuing, which aligns with the overarching objective of the SLLP to promote positive environmental and social outcomes, be they project based, acquisition based and so on.

E. What is the difference between green loans and blue loans[3]?

A number of transactions have been promoted as “Blue Loans” to emphasise the importance of the sustainable use and protection of water resources and the promotion of related sustainable economic activities. Such “Blue Loans” are also “Green Loans” if aligned with the four core components of the GLP.

This paragraph E can also be applied to all other thematic green loans, for example, climate loans, energy efficiency loans, biodiversity loans, etc.

F. Can a loan follow a combination of the GLP, the SLP and/or the SLLP?

Technically, a loan can follow a combination of the GLP, the SLP and/or the SLLP.

In this instance, there would need to be a rationale to both qualify the proceeds of the loan as green and/or social and to support the underlying assets’ green and/or social performance through the additional introduction of key performance indicators and sustainability performance targets

G. How do the GLP incorporate ESG considerations?

The GLP explicitly recognise several broad categories of eligibility for green loans with the objective of addressing key areas of environmental concern such as climate change mitigation, climate change resilience and adaptation, natural resource conservation and management, biodiversity restoration, conservation and enhancement, and pollution prevention and control. A list of examples of categories of eligible Green Projects is set out in Part 1 (Use of Proceeds) of the GLP. Furthermore, the borrower of a green loan shall clearly communicate to its lenders the environmental sustainability objectives of the Green Projects, and borrowers should position this information in the context of their overarching objectives, strategy, policy and/or processes relating to environmental sustainability.

A green loan could have related social and governance considerations, but these considerations alone would not qualify the loan as green. However, broader ESG considerations should be included in the impact assessment of the projects – either from a risk management perspective under project selection and evaluation (i.e., negative impacts) or from a positive outcome perspective in the impact reporting.

H. How do the GLP fit with their bond counterparts?

The GLP build on and are closely aligned to the Green Bond Principles (GBP) administered by the International Capital Market Association (ICMA) with a view to promoting consistency across financial markets. The GBP are internationally recognised voluntary issuance guidelines that promote transparency, disclosure and reporting in the green bond market.

It is envisaged that on some occasions, the GLP will be used together with the GBP. For example, a company may issue green bonds using the GBP, and thereafter, when it comes to using the proceeds of the bond issuance, the same company may act as a lender and use the GLP to provide green loans to one or more ultimate borrowers. Alternatively, a green bond may be used to refinance an existing green loan.

In a similar way, it is envisaged that the GLP may be used by an original borrower to borrow an initial green loan, and, thereafter, the original borrower may act as lender to provide green loans to one or more ultimate borrowers. This is more likely to be the case where the original borrower is a government or semi-public institution such as a municipality or a development finance institution. Each of the loans need to comply with the four core components of the GLP to be classified as a green loan, and care will need to be taken to avoid the double counting of any such green loans.

[3] For more information on the Financing the Sustainable Blue Economy, see Horizons Issue 03: https://horizons.lma.eu.com/q3-september2024/blue-economy.

I. Can a green loan be entered into by a borrower at the start of their transition journey i.e., borrowers not yet able to claim alignment with the Paris Agreement, but taking ambitious steps in that direction?

The focus of green loans is on the eligible projects rather than on the borrower itself.

The GLP require that borrowers clearly communicate to lenders the environmental sustainability objective(s) of the Green Projects and the process by which the borrower determines how the project(s) to be funded fits within the eligible Green Projects categories. The borrower shall also communicate any complementary information on the processes by which the borrower identifies and manages perceived, actual or potential environmental and social risks associated with the relevant project(s).

Many lenders take into consideration the quality of the borrower's overall profile and performance regarding environmental sustainability for green loans. In the presence of controversial sustainability issues, borrowers may be required to provide additional transparency to lenders. In particular, additional disclosures may be required around the strategic importance of sustainability for the business, demonstration of the borrower's transition strategy and/or the sustainability benefits of the underlying projects that go beyond established sector norms and business as usual.

Lenders and borrowers may also wish to determine on a case-by-case basis whether to agree any conditions around, e.g. marketing/publicity of the loan as green.

J. Can 'pure play' companies enter into green loans? Are all loans entered into by pure play companies automatically green loans?

Pure play companies - those whose business activities are exclusively focused on the green economy, or where 90% or more of their revenues/assets are dedicated to green initiatives - can indeed enter into green loans. However, not all loans entered into by pure play companies are automatically classified as Green Loans. For a loan to be considered a Green Loan, it must explicitly align with the four core components of the GLP, as outlined above.

3 Green Loan Principles

A. Green loan definition

I. Can a revolving credit facility (RCF) be a green loan?

Green loans include any type of bilateral or syndicated loan instrument which align with the four core components of the GLP, including RCFs. Appendix 1 of the GLP specifically relates to the application of the GLP to RCFs.

II. Can a revolving loan be recognised as green if the borrower does not have a designated eligible Green Project at the time of entering into the loan?

Where the borrower does not have a designated eligible Green Project at the time of entering into the loan, it may be possible to designate a RCF as a green loan provided the eligible category (or categories) of Green Projects for which the loan proceeds may be utilised is sufficiently identifiable and the loan satisfies all four core components of the GLP. The parties may agree a green loan framework for the purposes of identifying what amounts to an eligible Green Project on such transactions.

It will ultimately be for the parties to agree whether and at which point the revolving loan can be designated and marketed as a green loan. Where a RCF is made available for general corporate purposes but also allows for draw down of the RCF for eligible Green Project(s), only those proceeds that are allocated for Green Project(s) may be classified as green loans, provided they comply with all the core components of the GLP.

Lenders and borrowers will need to determine on a case-by-case basis how best to document the use of proceeds requirement in relation to the relevant RCF agreement and agree whether any additional reporting requirements and/or other conditions (e.g. around marketing/publicity) will apply at the point of drawdown under the RCF.

III. Refinancing of Projects

a) How can borrowers be transparent about the age of refinanced assets?

Green loans are often used to refinance assets that have a longer operating lifetime than a loan's tenor. Eligible projects would qualify for refinancing as long as they are in use, follow the relevant eligibility criteria at the time of the refinancing , and are still assessed as making a meaningful impact. Note, however, that many lenders differentiate between the refinancing of capital projects and operating expenditures and may expect a shorter lookback period for operating expenditures. Lenders may also seek additional information on the clear environmental benefits of refinanced projects with longer lookback periods.

The GLP provide that borrowers should, where appropriate, clarify which investments or project portfolios may be refinanced and disclose, to the extent relevant, the expected lookback period (i.e. the number of previous years that the borrower will look back to) for refinanced eligible Green Projects.

b) Can eligible assets be refinanced with the proceeds of a green loan before the original borrowing has matured?

Yes. In addition to providing clarity on the assets to be refinanced, the borrower should make clear when the original financing is due to mature. As the proceeds of any green loan shall not be used contemporaneously against the same asset more than once, in the overlapping period, the borrower shall ensure that the proceeds raised from the new financing will not be used for any purposes that would lead to double counting.

c) Can long-dated green assets be (re)financed by (multiple) consecutive green loans?

Long-dated green assets, including their maintenance and/or upgrade costs, may be (re)financed by multiple consecutive green loans subject to key disclosures by the borrower. The easiest way to do this may be in a portfolio-based 'Management of Proceeds' approach where multiple green loans finance one single pool of assets and expenditures. Specifically, the borrower should make explicit: the age and remaining useful life of the asset, as well as any (re)financed amounts, their (re)evaluation of the continuing environmental benefits of all eligible projects/assets and, where relevant, any (re)evaluation by an external reviewer[4]. This information should be communicated to the lenders at the time of the origination, extension or refinancing of the loan and it is recommended, where possible, be made publicly available on the borrower's website as part of the overall information on the related green loan.

d) Can existing assets that are pledged as collateral against another borrowing be refinanced through a green loan?

Yes, unless the eligible assets are included in the use of proceeds of an outstanding green, social or sustainability loan, or equivalent bond instrument. The borrower should make clear that the assets are pledged as collateral, as well as conforming to all four core components of the GLP. The refinancing should be done within the usable lifetime of the green asset (See 3.A.III.c above).

B. Core components

I. Use of proceeds

a) If a tranche of a loan is green, is the whole loan deemed green?

No – only the green tranche shall be classified as green. Where a facility includes a green tranche, the green tranche shall be clearly designated, with proceeds of the green tranche credited to a separate account or tracked by the borrower in an appropriate manner.

b) Is disclosure of use of proceeds mandatory?

Borrowers shall make, and keep readily available, up-to-date information on the use of proceeds to the lenders. This information shall be updated at least annually until the loan is fully allocated (or until the loan maturity in the case of an RCF), and on a timely basis in the event of material developments.

This information shall include:-

- a list of the Green Projects to which the green loan proceeds have been allocated;
- a brief description of the projects;
- the amounts allocated; and
- the expected and, where feasible, achieved impact.

The borrower and the lender(s) may agree that this information should be reviewed by an external reviewer. The borrower and the lender(s) may also agree that additional reporting in relation to use of proceeds be carried out to ensure that the use of proceeds criteria continues to be met.

c) Are intangible assets or expenditures (such as training, monitoring, research & development and finance cost) also eligible for green loan financing?

The proceeds from a green loan may be used to finance or refinance other expenditures related to or in support of eligible Green Projects, as long as those intangible assets and expenditures are associated with clear environmental benefits.

[4] To include a second party opinion provider as relevant.

d) When a loan finances projects that have both social and environmental benefits, such as sustainable social housing, sustainable public transport and access to clean water, can the borrower freely choose the designation of the loan as either a green or social loan?

Yes, as long as the loan is aligned with the core components of the GLP and/or SLP. The borrower should determine the designation depending on the primacy of the intended objectives of underlying projects. Where the borrower's prime focus is on the intended environmental objectives of the project, they should label the loan a green loan. Where the borrower's prime focus is on the intended social objectives of the project, they should label the loan a social loan. Borrowers may also align to both the SLP and GLP as per questions 2.D and 2.F above, in which case the loan may be labelled as a 'sustainability loan'.

e) Can a borrower enter into 'theme' loans focusing only on one category out of a more general green, social and SLL framework?

Yes, a green, social and SLL framework can allow the loan proceeds to be allocated to a project(s) belonging to one or several defined categories. A borrower may enter into loans focusing on different ESG "themes" using a single framework that encompasses all the relevant themes, or they may highlight thematic differences in their approach to any of the core components of the GLP through establishing additional frameworks. Whatever the focus of the loan or framework, it is helpful to ensure that all loan communications and documentation state clearly whether the loan is aligned with the four core components of the GLP.

f) Do all green loans have to be climate-related?

No, the GLP explicitly recognise several broad categories of eligibility for Green Projects, which contribute to environmental objectives such as: climate change mitigation, climate change resilience and adaptation, natural resource conservation and management, biodiversity restoration, conservation and enhancement, and pollution prevention and control. The list of eligible Green Project categories, which is indicative only and not exhaustive, can be found in the GLP (See 1. - Use of Proceeds above).

g) Is there an eligible Green Project category in the GLP, which would consider carbon offsetting?

Carbon offsetting has not been envisaged within the GLP list of eligible projects.

II. Process for project evaluation and selection

Green Projects should be consistent with the sustainability strategy of the borrower and in line with local policies and lenders' lending criteria/policies.

As stated in the GLP, borrowers are encouraged to position the information within the context of their overarching objectives, strategy, policy and/or processes relating to environmental sustainability.

a) What standards might be referred to in determining whether a loan is green?

It is noteworthy that there are several current national and international initiatives to produce definitions, standards and catalogues (sometimes referred to as "taxonomies"), as well as to provide mapping between them to ensure comparability/interoperability. These may give further guidance to green loan borrowers as to what may be considered green and eligible by lenders and investors. These taxonomies are currently at various stages of development. Borrowers and other stakeholders can refer to examples contained in the ICMA's 'Compendium of international policy initiatives'[5].

Examples of eligible categories of Green Projects are found in the GLP (see 1. - Use of Proceeds). Definitions of Green Projects may vary depending on sector and geography.

Where appropriate, an external reviewer may be able to assist the borrower when seeking to confirm alignment to the GLP.

b) The GLP states that a borrower shall clearly communicate "the processes by which the borrower identifies and manages perceived, actual or potential environmental and social risks associated with the relevant project(s)". What is expected of borrowers in this regard

Borrowers shall seek to clarify any related eligibility and exclusion criteria, as well as any other policies or processes by which the borrower identifies, and manages perceived, actual or potential environmental and social risks associated with the proposed projects. Borrowers are encouraged to seek, through their processes, to identify mitigants to known and likely risks of material social and environmental impacts from the project(s), which may include minimum standards, governance structures and ongoing monitoring, and clear and relevant trade-off analysis undertaken.

[5] https://www.icmagroup.org/assets/documents/Regulatory/Green-Bonds/ICMA-Sustainable-finance-Compendium-of-internationalpolicy-initiatives-best-market-practice-February-2020-200220.pdf.

c) Can a green loan be made to a borrower that has low ESG ratings, exposure to controversial sustainability issues or sectors/technologies (such as fossil fuels or nuclear energy)?

The focus of green loans is on the eligible projects rather than on the borrower itself. The GLP require that borrowers clearly communicate to its lenders the environmental sustainability objectives of the Green Projects, as well as complementary information on the processes by which the borrower identifies and manages perceived, actual or potential social and environmental risks associated with the proposed projects.

In the presence of controversial sustainability issues, borrowers may be required to provide additional transparency to lenders, particularly around the strategic importance of sustainability for the business and/or sustainability benefits from the underlying projects that go beyond established sector norms and business as usual. Lenders and borrowers may also wish to determine on a case-by-case basis whether to agree any conditions around e.g. marketing/publicity of the loan as green.

III. Management of Proceeds

a) How should you deal with surplus money arising when green loan proceeds exceed green projects?

The GLP state that the net proceeds, or an amount equal to these net proceeds, of the loan will be exclusively applied for Green Projects. It nevertheless recognises that there may temporarily be unallocated loan proceeds, and that the borrower should make known the intended types and durations of temporary placement of any unallocated loan proceeds. Borrowers may consider temporary placements (preferably thematically relevant/ESG placements) pending allocation to eligible Green Projects. Borrowers should seek to ensure that, in the selection of such temporary investments, they do not damage the integrity of the green loan market.

IV. Reporting

a) How are metrics chosen to report on the environmental impact or efficiency of projects?

The GLP recommend the use of qualitative performance indicators and, where feasible, quantitative performance measures (for example, energy capacity, electricity generation, greenhouse gas emissions reduced/avoided, resource efficiency etc.) and disclosure of the key underlying methodology and/or assumptions used in the quantitative determination.

For the calculation of indicators, where there is no commonly accepted standard, borrowers may follow their own methodologies while making these available to lenders. Reporting data based on a uniform, consistent and published methodology remains a challenge as on-going efforts to harmonise accounting methodologies for relevant sectors take place. Borrowers should therefore provide full transparency on the applicable accounting methodology and assumptions they have applied, which can be referenced.

Parties may wish to refer to market guidance, such as the ICMA's 'Harmonised Framework for Impact Reporting (June 2024)'[6] for further guidance on impact reporting and/or any other relevant market guidance.

b) How often and for how long should a borrower be expected to report on green loans?

Borrowers shall make and keep readily available up-to-date information on the use of proceeds. This information shall be updated at least annually until the loan is fully allocated (or until the loan maturity in the case of a RCF), and on a timely basis in the event of material developments. The borrower and the lender(s) may agree that reporting should take place more regularly.

Where the proceeds are used to finance more than one eligible Green Project, the borrower's report shall clearly set out the proceeds being applied to each project and each project's resulting environmental benefits. Alternatively, where portfolio level reporting is agreed between the borrower and lender(s), information on proceeds allocation and aggregated impact at the portfolio level should be clearly reported.

The expected and, where possible, achieved impact of projects should also be communicated to the lenders. The GLP recommend the use, where feasible, of quantitative performance measures of expected and achieved impact.

Borrowers should report throughout the life of the loan and, to the extent possible, should make available the latest report either on their website or in another publicly available space or to their lenders, with the date as at which it was prepared.

c) Is there a standard methodology for reporting on the impact of the loan proceeds?

Transparency is of particular value in communicating the expected and/or achieved impact of Green Projects, including through the use of qualitative performance indicators and, where feasible, quantitative performance measures.

In the bond market, ICMA has encouraged harmonised impact reporting by providing core principles for reporting the

[6] https://www.icmagroup.org/assets/documents/Sustainable-finance/2024-updates/Handbook-Harmonised-Framework-for-Impact-Reporting-June-2024.pdf

impact of projects, together with suggested metrics and the provision of templates to cover most eligible Projects. ICMA has produced a Harmonised Framework for Impact Reporting (updated in June 2024)[7], which highlights recommended disclosures of the key underlying methodology and/or assumptions used in the quantitative determination, and which may also be useful for loan market participants.

Additionally see the Form of Green Loan Report incorporated respectively into the APLMA LMA and LSTA's template green loan provisions[8].

d) How should a borrower report impact for projects where the borrower has provided only partial financing?

Borrowers should report the impacts of the prorated share of the total project cost that they are financing, and to provide the total project cost when available, subject to confidentiality considerations. Borrowers who do so are further encouraged to provide confirmation that they have chosen to report using a pro-rata methodology. Where borrowers have used estimates to determine their share of financing of the total project cost, they should clearly state so. In circumstances where the borrower believes an alternative impact reporting methodology is appropriate, borrowers should explain their rationale, and provide transparency regarding the share of the project they financed as well as the share of the impacts they are reporting.

e) Should a borrower report on actual and/or estimated impact?

It is understood that for certain Green Projects, actual impact cannot be calculated until those assets are operational and/or projects completed, which may/may not be at the origination, extension or refinancing of a green loan. In these cases, borrowers should report on their estimated impact. With either approach, actual or estimated, borrowers should provide detailed insight with clear disclosure on the scope and limitations of data presented.

C. Review

I. What is an external review and why is it required?

Where appropriate, borrowers should appoint an external review provider(s) to assess through pre-origination external review the alignment of their green loan (or green loan programme) and/or green loan/finance framework with the four core components of the GLP (i.e. Use of Proceeds, Process for Project Evaluation and Selection, Management of Proceeds and Reporting).

Post-origination, a borrower's management of proceeds may be supplemented by the use of an external auditor, or other third party, to verify the internal tracking and the allocation of funds from the green loan proceeds.

Alternatively, given that the loan market is traditionally a relationship-driven market and therefore lenders are likely to have a broad working knowledge of the borrower and its activities, self-certification by a borrower, which has demonstrated or developed the internal expertise to confirm alignment of the green loan with the key features of the GLP, may be sufficient.

Borrowers should document thoroughly such expertise, including the related internal processes and expertise of their staff. This documentation should be communicated to financial institutions participating in the loan on the basis agreed between the parties in the legal documentation. When appropriate, and taking into account confidentiality and competitive considerations, borrowers should make publicly available, via their website or otherwise, the parameters on which they assess Green Projects, and the internal expertise they have to assess such parameters.

For more information, see the APLMA, LMA and LSTA 'Guidance for Green, Social and Sustainability-Linked Loans External Reviews'[9].

II. Does a new external review need to be issued on a refinancing?

When refinancing an existing green loan, parties should consider whether it may be appropriate to obtain a new external review. This may assist, in particular, where minimum qualitative and/or quantitative thresholds have been set so as to ensure that the eligibility criteria are in line with the best practices prevailing at the time of the refinancing. It will also help to ensure that the integrity of the product is maintained.

III. Do self-certified loans need to be externally reviewed before they are compared/ranked against other loans (e.g. league tables)?

None of the APLMA, LMA or LSTA can determine which loans can be included in green loan league tables, nor whether they need be externally reviewed. We are aware that the GLP are often used as screening criteria by data providers.

[7] https://www.icmagroup.org/assets/documents/Sustainable-finance/2024-updates/Handbook-Harmonised-Framework-for-Impact-Reporting-June-2024.pdf
[8] APLMA's Model Provisions for Green Loans (June 2024), the LMA's Draft Provisions for Green Loans (November 2024), and the LSTA's Drafting Guidance for Green Loans (March 2025)
[9] Stage 225 SS Guidance Linked Loans External Reviews 2024_V06.indd

D. Documentation

I. Are there any examples of drafting of green loan clauses?

See APLMA's Model Provisions for Green Loans (June 2024)[10], the LMA's Draft Provisions for Green Loans (November 2024)[11] and the LSTA's Drafting Guidance for Green Loans (March 2025)[12] (together the "Provisions").

These Provisions are intended to provide a starting point for green loans based on market practice at the time of publication; they are not intended to be a comprehensive analysis of green loan transactions and intentionally omit several features which are commonly negotiated between parties from time to time and/or may be relevant for a particular sector or asset class. These Provisions should therefore be subject to case-specific and sector-specific customisation and subsequent negotiation.

[10] APLMA - Green and Sustainable Lending Microsite. Available to members only.
[11] https://www.lma.eu.com/sustainable-lending/documents# Available to members only.
[12] https://www.lsta.org/content/green-loan-drafting-guidance-march-17-2025/.. Available to members only.