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| Target State | Target Output (Level 1) | Target Output (Level 2) |
| who are the facility agent and security agent? | According to the provided text, the [NAME OF AGENT] is acting as the Agent, while the [NAME OF SECURITY AGENT] is acting as the Security Agent. | - Source (page 259): LMA.SSRCF.CompoundedRate/TermRate.01 - 255 - 15 December 2021PUBLICThe Security Agent[Full Name of Current Security Agent]By:Date:...with[NAME OF AGENT]acting as Agent[NAME OF ISSUING BANK]acting as Issuing Bankand[NAME OF SECURITY AGENT]acting as Security Agent... |
| Does the Facility Agreement include a Tax Gross-up clause i.e. a clause requiring each Obligor to make payment without any Tax Deduction? | Based on the provided context, Clause 18 of the Facility Agreement is titled "Tax gross-up and indemnities". This clause specifically addresses situations where payments made by Obligors may be subject to withholding tax under United Kingdom law. The relevant paragraphs in this clause (e.g., paragraph (g) and (h)) provide guidance on how Obligors should make payments without a Tax Deduction. Given the context, it appears that the Facility Agreement does include a Tax Gross-up clause, which requires each Obligor to make payments without any Tax Deduction. | - Source (page 109): in connection with that Tax Deduction, the Obligor making that Tax Deductionshall deliver to the Agent for the Finance Party entitled to the payment a  - Source (page 111): which that Finance Party is treated as resident for tax purposes;or(B) under the law of the jurisdiction in which that Finance Party'sFacility Office is located in respect of amounts received or... |
| Is Lender consent required for the Borrower to extend the Facility? | I don't know. The provided context does not mention or imply that lender consent is required for the Borrower to extend the Facility. It appears to be discussing transfers of rights and obligations between lenders, as well as acknowledging limitations on those obligations. If there were specific requirements for extending the Facility, it would likely be mentioned in Clause 29.5 (Limitation of responsibility of Existing Lenders) or elsewhere in the Facility Agreement.  Generated in 7.25 seconds | - Source (page 275): Increase Lender for the purposes of Clause 37.2 (Addresses) of the Facility Agreement  are set out in the Schedule.  7. The Increase Lender expressly acknowledges the limitations on the Lenders' oblig...  - Source (page 252): LMA.SSRCF.CompoundedRate/TermRate.01 - 248 - 15 December 2021 |
| What is the applicable Screen Rate? | The applicable Screen Rate is not explicitly stated in the given text. However, we can infer that it might be related to SOFR (Secured Overnight Financing Rate) or €STR (Euro Short-Term Rate), as these rates are mentioned throughout the context.  If you're looking for a specific definition of "Screen Rate," I don't have enough information to provide an accurate answer. It's possible that this rate is defined elsewhere in the Schedule 17 or in another document not provided here. If you have more context or a direct quote defining the "Screen Rate," I'd be happy to help further! |  |
| Does the loan agreement provide the Borrower with an upfront option for it to capitalise interest into part of the principal loan amount? | I don't know. The provided text does not indicate whether the loan agreement provides the borrower with an upfront option to capitalize interest into part of the principal loan amount. It only mentions accrued interest, but it doesn't specify how that interest is handled or whether it can be capitalized as part of the principal loan amount. | - Source (page 96): part, in which case any principal not so declared to be due and payable may thereafter be declared  to be due and payable), and thereupon the principal of the Loans so declared to be due and  payable,... |
| Does the Facility Agreement include anti-bribery and corruption language? | Yes, the Facility Agreement includes anti-bribery and corruption language. This can be seen in Clause 27.6 of the agreement, which states that no member of the Group shall use the proceeds of the Facilities for any purpose that would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977, or other similar legislation in other jurisdictions.  Generated in 1.57 seconds | - Source (page 148): Environmental Claim being commenced or threatened against any member of  the Group,  likely to have a Material Ad...  - Source (page 277): effect as if the signatures on the counterparts were on a single copy of this Agreement.  [13/14] This Agreement [and any non -contractual obligations arising out of or in connection  with it] [is/are... |
| Is Illegality a Mandatory Prepayment Event? | I don't know. The text does not explicitly state that illegality is a mandatory prepayment event. It only outlines the consequences of illegality, such as cancellation of available commitments and repayment of participation in utilizations. To determine whether illegality is a mandatory prepayment event, one would need to consider additional context or definitions related to mandatory prepayments and cancellations, which are not provided in this text. | - Source (page 87): 12.4 Mandatory Prepayment Accounts  (a) The Parent shall ensure that Disposal Proceeds[, Insurance Proceeds and  Acquisition Proceeds] in respect of which the Parent has made an election under |
| Is Change of Control a Mandatory Prepayment Event? | Based on the provided context, it appears that Clause 8.2 (Change of control) gives each Lender the unilateral right to require prepayment on a change of control.  However, it is also noted in the context that users should consider making amendments and waivers to that Clause subject to all Lender consent.  Additionally, in Paragraph 42, it mentions that if Clause 8.2 provides for mandatory prepayment of all Loans and the cancellation of the Total Commitments, this would imply that a Change of Control is a Mandatory Prepayment Event.  Therefore, based on this context, I would conclude that:  \*\*Yes\*\*, Change of Control is a Mandatory Prepayment Event. | - Source (page 120): 35.3 Other exceptions  An amendment or waiver which relates to the rights or obligations of the Agent or the  Arranger (each in their capacity as such) may not be effected without the consent of the  ... |
| What are some of the Mandatory Prepayment Events mentioned in the contract? | Based on the provided context, the Mandatory Prepayment Events mentioned in the contract are:  1. Disposal Proceeds  2. Insurance Proceeds  3. Acquisition Proceeds  4. Excluded Disposal Proceeds  5. Excluded Insurance Proceeds  These events trigger mandatory prepayments and cancellations as described in Clause 12.3 (Application of Mandatory Prepayments and Cancellations) and Clause 12.4 (Mandatory Prepayment Accounts).  Generated in 1.84 seconds  (c) Notices. Each such notice pursuant to this Section shall be in the form of a  written Prepayment Notice, appropriately completed and signed by a Responsible ... | - Source (page 87): 12.4 Mandatory Prepayment Accounts  (a) The Parent shall ensure that Disposal Proceeds[, Insurance Proceeds and  Acquisition Proceeds] in respect of which the Parent has made an election under  paragr...  - Source (page 53): (y) the principal amount of each Borrowing or portion thereof to be prepaid. Promptly following receipt  of any such notice relating to a Borrowing, the Administrative Agent shall advise the applicab...  - Source (page 40): the time of prepayment on any amounts of principal prepaid."  42 Insert if Clause 8.2 (Change of control) provides for mandatory prepayment of all Loans and the cancellation  of the Total Commitments....  - Source (page 88): Acquisition Proceeds [, Excluded Disposal Proceeds] or Excluded Insurance Proceeds),  the Parent shall ensure that those amounts are used for that purpose and [, if requested  to do so by the Agent,] ... |
| Does the Facility Agreement include a sanctions clause? | Based on the provided context, it appears that there is no specific sanctions clause mentioned in the Facility Agreement. However, there are references to sanctions and clauses related to sanctions representation (Clauses 40, 57-61) and limitation of responsibility of Existing Lenders (Clause 29.5). It seems that these clauses may be relevant for complying with sanctions regulations, but they do not constitute a single "sanctions clause" within the Facility Agreement. | - Source (page 155): connection with it] [is/are]158 governed by English law.  [Company] [Subsidiary]  By: By:  \* Insert any other conditions required by the Facility Agreement.  158 This clause should follow the app... |
| Does the Facility Agreement include anti-bribery and corruption language? | Yes, the Facility Agreement includes anti-bribery and corruption language. Specifically, Clause 27.6 sets out the requirements for the Obligors (members of the Group) to conduct | - Source (page 148): Environmental Claim being commenced or threatened against any member of  the Group,  where the claim, if determined against that member of the Group, has or is reasonably  likely to have a Material Ad... |
| Does the Facility Agreement include a standard pari passu clause to the effect that the Borrower's payment obligations under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally? | Yes, according to section 27.11 of the Facility Agreement, each Obligor shall ensure that at all times any unsecured and unsubordinated claims of a Finance Party against it under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies. | - Source (page 78): disclosed to the Agent in writing to the contrary before the date of this  Agreement].  (c) There has been no material adverse change in its business or financial condition  (or the business or consol...  - Source (page 273): any other Pari Passu Debt Creditors and each other Secured Party (as defined below).  be incorporated into eac... |
| Does the EoD clause include non-payment or insolvency? | Based on the provided context, I can help you with that!  The clauses mentioned are:  \* Clause 23.1 (Non-payment)  \* Clause 24.8 (Insolvency)  Both of these clauses seem to be relevant to the EoD (Early Out) or Default scenario.  So, to answer your question: Yes, the EoD clause includes non-payment and insolvency. | - Source (page 130): LMA.SSRCF.CompoundedRate/TermRate.01 - 126 - 15 December 2021  PUBLIC  (b) Any judgment obtained in relation to a Finance Document in the jurisdiction of  the governing law of that Finance Document ...  23.1 Non-payment  An Obligor does not pay on the due date any amount payable pursuant to a Finance  Document at the place and in the currency in which it is expresse... |
| Are partial transfers or assignments permitted? If they are permitted, is there a minimum amount? | Based on the provided context, it appears that the agreement allows for partial transfers or assignments. This is indicated by the fact that the fee payable under paragraph 29.4(b)(i) of the Agreement is waived if the assignment is made by an Existing Lender.  Additionally, there is no mention of a minimum amount required for a partial transfer or assignment. The context suggests that the assignee may take on only a portion of the assignor's rights and obligations under the Finance Documents.  However, it should be noted that local law advice may be necessary to confirm the suitability of the Assignment Agreement in light of civil jurisdiction laws, as mentioned in paragraphs 97 and 150 of the provided text. | - Source (page 94): Lender as security for those obligations or securities,  except that no such charge, assignment or Security shall:  (i) release a Lender from any of its obligations under the Finance  Documents or sub...  - Source (page 167): LMA.SSRCF.CompoundedRate/TermRate.01 - 163 - 15 December 2021  PUBLIC  (e) Each New Lender, by executing the relevant Transfer Certificate or Assignment  Agreement, confirms, for the avoidance of do...  - Source (page 170): otherwise) all or any of its rights under any Finance Document to secure obligations of  that Lender including, without limitation:  (a) any charge, assignment or other Security to secure obligations ... |
| Is there an express clause in the Facility Agreement that prevents the Lender from declaring a trust over its rights in respect of any loan made by it under the Facility Agreement (in whole or in part) in favour of another person without restriction (including the consent of any other party)? | I don't know. The text only discusses assignment and release of rights, obligations, and participations among lenders, but there is no mention of a Lender declaring a trust over its rights in respect of a loan. | - Source (page 247): obligations set out in paragraph (c) of Clause 29.5 (Limitation of responsibility of  Existing Lenders) of the Facility Agreement.  4. The New Lender confirms, for the benefit of the Agent and without...  - Source (page 252): LMA.SSRCF.CompoundedRate/TermRate.01 - 248 - 15 December 2021  PUBLIC  (b) Party to the Intercreditor Agreement as a [Credit Facility] Lender (as defined in  the Intercreditor Agreement).  5. The Fa... |
| Does the Facility Agreement include anti-bribery and corruption language? | Yes, the Facility Agreement includes anti-bribery and corruption language. Specifically, Clause 27.6 states that no Obligor shall use the proceeds of the Facilities for any purpose that would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions. Additionally, each Obligor is required to conduct its business in compliance with applicable anti-corruption laws and maintain policies and procedures designed to promote and achieve compliance with such laws. | - Source (page 148): Environmental Claim being commenced or threatened against any member of  the Group,  where the claim, if determined against that member of the Group, has or is reasonably  likely to have a Material Ad...  - Source (page 155): connection with it] [is/are]158 governed by English law.  By: By:  \* Insert any other conditions required by the Facility Agreement.  158 This clause should follow the app... |
| Does the Facility Agreement include a Negative Pledge clause i.e. a clause prohibiting any Obligor from creating or permitting a security interest over its assets? | Yes, the Facility Agreement includes a Negative Pledge clause, specifically Clause 22.3, which prohibits any Obligor (and the Company) from creating or permitting any Security over its assets. | - Source (page 247): obligations set out in paragraph (c) of Clause 29.5 (Limitation of responsibility of  Existing Lenders) of the Facility Agreement.  4. The New Lender confirms, for the benefit of the Agent and without...  - Source (page 83): failure so to comply would materially impair its ability to perform its obligations under  the Finance Documents.  22.3 Negative pledge  In this Clause 22.3, "Quasi-Security" means an arrangement or t... |