Loan portfolio report

The below loan portfolio report has been created by Allen & Overy LLP.

This loan portfolio report is intended to classify portfolio loans and assist agency teams in ongoing loan management. It summarises certain key terms of the documentation as at 09:20 on 24/01/2017, but is not a substitute for the documentation itself. It does not constitute legal advice and should not be relied upon in relation to any amendment, waiver, dispute or other transaction relating to the underlying loan and neither Allen & Overy LLP nor any other member of the A&O group is liable for any loss arising from such use or reliance.

If you require any further information, please contact one of the people listed in section 1.7 of this report or your usual A&O contact.

Overview

1.1	Initial lenders in the syndicate:	Lender - Barclays, Bank of Tokyo Mitsubishi DistributionList - Contact1@BankOfTokyoMitsubishi.com, Contact1@Barclays.com, Contact2@Barclays.com
1.2	Principal Sponsor (if any)	My Test Principal Borrower
1.3	Date of original credit agreement	13/01/2017
1.4	Date of all amendments/amendments and restatements on or after the date of the original credit agreement	**Amendments** **Date** Amendment 13/01/2017
1.5	A&O contacts	Martin.Bentley@AllenOver.com, Andreas.VanGreunen@AllenOver.com

Facilities

		FacilityType	Ranking	Currency	Amount	MaturityDate
2.1	Total Commitments	Aquisition	Free text	HUF	100000	31/01/2017
		Revolving	Mezzanine	EUR	900000	31/01/2222
2.2	Purpose clause	Party fun				
2.3	What level of consent is required to approve an extension of maturity?	Autonomous				
2.4	Extension options	Evergreen				
2.5	Does the credit agreement contain interest rate floors (eg. LIBOR may not be below zero)?	No				
2.6	Is a disposal a mandatory prepayment event?	Yes				
	2.6	**Currency** **Amount** GBP 1000				
2.7	Is a change of control a mandatory prepayment event?	Yes				

2.8	Does the credit agreement contain a tax gross-up?	Yes	
2.9	Does the credit agreement contain a negative pledge?	Yes	
	2.9	**Currency** GBP	**Amount** 2000
2.10	Does the credit agreement contain a restriction on incurring financial indebtedness?	Yes	
	2.10	**Currency** CAD	**Amount** 3000
2.11	Does the credit agreement contain the following financial covenants	Leverage - Yes InterestCover - Yes CashflowCover - Yes TangibleNetWorth - Yes	
2.12	Does the credit agreement contain any other financial covenants?	Yes	
2.13	Does the credit agreement contain a guarantor coverage covenant?	Yes	
2.15	Is failure to pay an event a default?	Yes	
	Is there a grace period for a non-payment event of default?	Yes	
2.16	Is there a material adverse changed event of a default?	Yes	
2.17	What cross-default or cross acceleration is provided for?	None	
2.18	What is the cross-default or cross-acceleration threshold?	**Currency** GBP	**Amount** 5000
2.19	Does the credit aggreement contain a set-off clause in favour of the lender?	Yes	
2.20	Governing law of principal credit aggreement:	qweqwe asdasd	
2.21	Does the credit aggreement provide for arbitration?	Yes	

Voting

3.1	Voting level for most decisions?	66 2/3%
3.2	Can a lender split its commitments/loans when voting?	Yes
3.3	Details of split voting (if applicable):	qwepoi qwepoi qwepoi!!
3.4	Can the hedge counterparties vote before enforcement?	Yes
3.5	Can the hedge counterparties vote after enforcement?	Yes

Obligors

4.1	List the Obligors by name, juristiction and whether they are a borrower, guarantor, and/or security provider on a new line for each below:	asdasd, qweqwe, zxczxc

	E.g. Name, Jurisdiction, Borrower	
4.2	Do all guarantors guarantee all borrowings?	Yes
4.3	Does the agreement allow additional borrowers?	Yes
4.4	Consent level for additional borrowers in existing juridictions:	Non-standard consent level (i.e. Not all lender or majority lender (66 2/3%))
4.5	Consent level for additional borrowers in new juridictions:	Majority lender (66 2/3%)
4.6	Does the aggreement allow additional guarantors:	All lender
4.7	Consent level for additional guarantors in existing juridictions:	All lender
4.8	Consent level for additional guarantors in new juridictions:	Majority lender (66 2/3%)

Security and structure

5.1	Is there security?	Yes
5.2	Brief description of security:	werpoi werpoi werpoi werpoi!!
5.3	What laws govern the security agreements?	asdl;k as;dlk asd;lk asd
5.4	Is there an intercreditor/subordination/priority agreement?	Yes
5.5	Do the hedge counterparties benefit from the security?	Yes
5.6	Have the original security documents been provided to the security trustee facility agent?	Yes

Transferability and disclosure

6.3	Would a potential transferee be required to enter into a non-disclosure agreement?	Yes	
6.4	If consent is required for any transfer, is it deemed given if not refused?	Yes	
6.5	Is the consent of any issuing bank, agent or trustee required for a transfer?	No	
6.6	In exceptional circumstances only, please provide any other relevant information for transfer (e.g. exceptional restrictions, transfer requirements)	werwerwerwerwer	
6.7	Minimum transfer amount	**Currency** CAD	**Amount** 5000
6.8	Can lenders grant security over their rights?	Yes	

Loan management

7.1	Permitted interest periods	1 month	
7.3	Notice period for submitting a utilisation request for sterling	**Number** 3	**Days** Day(s)
7.4	Notice period for submitting a utilisation request for non-sterling	**Number** 12	**Days** Business day(s)

7.5	Notice period for prepayment of loans	*Number* 10	*Days* Business day(s)
7.6	Notice period for cancellation of commitments	*Number* 5	*Days* Business day(s)

Pricing

8.1	What is the initial margin (% per annum)?	12
8.2	Are there commitment fees?	No
8.3	Are there utilisation fees?	Yes
8.4	Does the margin vary (by references to a margin grid or otherwise)?	Yes

Defaulting Lenders

9.1	Does the credit agreement contain a concept of Defaulting Lenders?	Yes
9.2	Can Obligors set off against money owed to Defaulting Lenders?	Yes

Agents

10.1	Agent type (E.g. Facility agent, security agent) and agent name?	Security Agent qweqwe

Other information

11.1	Please give a brief summary of any other significant information not covered by the questions above:	qweopiu qweoiu qwe!!
11.2	Test question. This must be numeric?	123