

Allen & Overy

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 16:26 on 25/01/2017, 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 1.5 of this report or your usual A&O contact.

Your A&O Reference is TestForm1 - 1

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 Amendment	Date 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				

	What is the size of any general permitted basket?	Currency GBP	Amount 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	
	What is the size of any general permitted basket?	Currency GBP	Amount 2000
2.10	Does the credit agreement contain a restriction on incurring financial indebtedness?	Yes	
	What is the size of any general permitted basket?	Currency CAD	Amount 3000
2.11	Does the credit agreement contain the following financial covenants		
	debt:EBITDA (leverage)?	Yes	
	EBITDA:interest (interest cover)?	Yes	
	Cashflow:debt service costs (cashflow cover)?	Yes	
	Tangible net worth?	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	
2.14	Does the credit agreement contain obligations for the borrower to provide the following to the agent/lenders:		
	All documents dispatched by the borrower to its shareholders or its creditors generally?	Yes	
	Details of any litigation, arbitration or administrative proceedings?	Yes	
	Notification of any default?	Yes	
	Further information on request regarding the financial condition, business or operations of any member of the group?	Yes	
	Notification of any change in ownership/shareholding of the group?	Yes	
	Notification of any changes in the constitutive documents of any obligor?	Yes	
	Consolidated annual financial statements?	Yes	
	Further option:	Number 12	PeriodEnd Month(s) after period end
	Consolidated semi-annual financial statements?	Yes	
	Further option:	Number 6	PeriodEnd Month(s) after period end
	Consolidated quarterly financial statements?	Yes	

	Further option:	Number 3	PeriodEnd Week(s) after period end
	Consolidated monthly financial statements?	Yes	
	Further option:	Number 1	PeriodEnd Week(s) after period end
	Unconsolidated annual financial statements?	Yes	
	Further option:	Number 2	PeriodEnd Business Day(s) after period end
	Unconsolidated semi-annual financial statements?	No	
	Unconsolidated quarterly financial statements?	No	
	Unconsolidated monthly financial statements?	No	
2.15	Is failure to pay an event a 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 agreement contain a set-off clause in favour of the lender?	Yes	
2.20	Governing law of principal credit agreement:	qweqwe asdasd	
2.21	Does the credit agreement 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, jurisdiction and whether they are a borrower, guarantor, and/or security provider on a new line for each below: E.g. Name, Jurisdiction, Borrower	asdasd, qweqwe, zxczxc
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 jurisdictions:	Non-standard consent level (i.e. Not all lender or majority lender (66 2/3%))

4.5	Consent level for additional borrowers in new jurisdictions:	Majority lender (66 2/3%)
4.6	Does the agreement allow additional guarantors:	All lender
4.7	Consent level for additional guarantors in existing jurisdictions:	All lender
4.8	Consent level for additional guarantors in new jurisdictions:	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

6.1	When an event of default is outstanding, are the following permitted?	
	Transfer to existing lenders:	With consultation
	Disclosure to existing lenders:	With consultation
	Transfer to banks and financial institutions:	With consultation
	Disclosure to banks and financial institutions:	With consultation
	Transfer to any other person, trust, fund or entity regularly engaged or established for the purpose of making loans (ie any potential counterparty)?	With consultation
	Disclosure to any other person, trust, fund or entity regularly engaged or established for the purpose of making loans (ie any potential counterparty)?	With consultation
	Is there a requirement for any potential transferee to be regulated, hold a banking licence etc?	Yes
6.2	When no event of default is outstanding, are the following permitted?	
	Transfer to existing lenders:	With consultation
	Disclosure to existing lenders:	With consultation
	Transfer to banks and financial institutions:	With consultation
	Disclosure to banks and financial institutions:	With consultation
	Transfer to any other person, trust, fund or entity regularly engaged or established for the purpose of making loans (ie any potential counterparty)?	With consultation
	Disclosure to any other person, trust, fund or entity regularly engaged or established for the	With consultation

	purpose of making loans (ie any potential counterparty)?		
	Is there a requirement for any potential transferee to be regulated, hold a banking licence etc?	Yes	
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	
7.2	What consent requirements are there for non-standard interest periods (if any)		
		None!	
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
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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