

# 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 15:46 on 18/01/2017, 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:	Barclays (Lender) Bank of Tokyo Mitsubishi (Lender)
1.2	Principal Sponsor (if any)	
1.3	Date of original credit agreement	
1.4	Date of all amendments/amendments and restatements on or after the date of the original credit agreement	Amendment (Amendments) 13/01/2017 (Date)
1.5	A&O contacts	

## Facilities

2.1	Total Commitments	Aquisition (FacilityType) Free text (Ranking) HUF (Currency) 100000 (Amount) 31/01/2017 (MaturityDate) Revolving (FacilityType) Mezzanine (Ranking) EUR (Currency) 900000 (Amount) 31/01/2222 (MaturityDate)
2.2	Purpose clause	
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
2.7	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
2.10	Does the credit agreement contain a restriction on incurring financial indebtedness?	Yes
2.11	Does the credit agreement contain the following financial covenants	Yes (debt:EBITDA (leverage?)) Yes (EBITDA:interest (interest cover?)) Yes (Cashflow:debt service costs (cashflow cover?)) Yes (Tangible net worth?)
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:	Yes (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 (Consolidated semi-annual financial statements?) Yes (Consolidated quarterly financial statements?) Yes (Consolidated monthly financial statements?) Yes (Unconsolidated annual financial statements?) No (Unconsolidated semi-annual financial statements?) No (Unconsolidated quarterly financial statements?) No (Unconsolidated monthly financial statements?)
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?	GBP (Currency) 5000 (Amount)
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:	
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):	
3.4	Can the hedge counterparties vote before	Yes

	enforcement?	
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	
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:	
5.3	What laws govern the security agreements?	
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?	<p>With consultation (Transfer to existing lenders:)</p> <p>With consultation (Disclosure to existing lenders:)</p> <p>With consultation (Transfer to banks and financial institutions:)</p> <p>With consultation (Disclosure to banks and financial institutions:)</p> <p>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?))</p> <p>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?))</p> <p>Yes (Is there a requirement for any potential transferee to be regulated, hold a banking licence etc?)</p>
6.2	When no event of default is outstanding, are the	With consultation (Transfer to existing lenders:)

	following permitted?	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?)) Yes (Is there a requirement for any potential transferee to be regulated, hold a banking licence etc?)
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)	
6.7	Minimum transfer amount	CAD (Currency) 5000 (Amount)
6.8	Can lenders grant security over their rights?	Yes

## Loan management

7.1	Permitted interest periods	1 month 2 months 3 months 6 months
7.2	What consent requirements are there for non-standard interest periods (if any)	
7.3	Notice period for submitting a utilisation request for sterling	3 (Number) Day(s) (Days)
7.4	Notice period for submitting a utilisation request for non-sterling	12 (Number) Business day(s) (Days)
7.5	Notice period for prepayment of loans	10 (Number) Business day(s) (Days)
7.6	Notice period for cancellation of commitments	5 (Number) Business day(s) (Days)

## Pricing

8.1	What is the initial margin (% per annum)?	
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?	
------	--	--

## Other information

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