

Credit Agreement Extractions - Raw JSON

August 6, 2025

1 RF Monolithics Term Loan

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1 {
2   "document_type": "commercial loan agreement",
3   "effective_date": "2009-04-13",
4   "obligations": {
5     "parties": [
6       {
7         "role": "lender",
8         "name": "Viewpoint Bank",
9         "entity_type": "federal savings bank",
10        "jurisdiction": "Texas"
11      },
12      {
13        "role": "borrower",
14        "name": "RF Monolithics, Inc.",
15        "entity_type": "corporation",
16        "jurisdiction": "Delaware"
17      }
18    ],
19    "commitments": [
20      {
21        "facility_type": "single advance loan",
22        "amount": 900000,
23        "currency": "USD",
24        "availability_period": "one advance",
25        "purpose": "refinance commercial real estate"
26      }
27    ]
28  },
29  "pricing": {
30    "base_interest_rate": {
31      "rate_type": "floating",
32      "benchmark": "Prime",
33      "spread_bps": 100,
34      "floor_bps": 650,
35      "cap_bps": null,
36      "day_count": null
37    }
38  },
39  "repayment": {
40    "maturity": {
41      "final_maturity_date": "2014-04-23",
42      "extension_options": null
43    },
44    "scheduled_amortization": null,
45    "mandatory_prepayments": [],
46    "voluntary_prepayment": {
47      "permitted": true,
48      "minimum_amount": null,
49      "premium": null,
50      "notice_days": null
51    }
52  },
53  "conditions": {
54    "financial_covenants": [],
55    "negative_covenants": [
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56     {
57         "restriction_type": "additional indebtedness",
58         "description": "Borrower will not incur, assume or permit any debt evidenced by notes, bonds or
                    similar obligations secured by a lien on the Property except subordinated in payment to
                    Lender on conditions and terms acceptable to Lender."
59     },
60     {
61         "restriction_type": "disposition of assets",
62         "description": "Borrower will not sell, lease, assign, transfer, dispose of or otherwise
                    distribute all or substantially all of Borrower\u2019s assets without Lender\u2019s prior
                    written consent or as the Loan Documents permit."
63     },
64     {
65         "restriction_type": "no other liens",
66         "description": "Borrower will not create, permit or suffer any lien or encumbrance upon the
                    Property for or by anyone, other than Lender, except for nonconsensual liens imposed by law
                    arising out of the ordinary course of business on obligations that are not overdue or which
                    Borrower is contesting in good faith after making appropriate reserves, or any other liens
                    specifically agreed to by Lender in writing."
67     }
68 ],
69 "events_of_default": [
70     {
71         "event_type": "payment default",
72         "description": "Borrower fails to make a payment in full when due.",
73         "grace_period": null,
74         "materiality_threshold": null
75     },
76     {
77         "event_type": "insolvency or bankruptcy",
78         "description": "The death, dissolution or insolvency of, appointment of a receiver by or on
                    behalf of, application of any debtor relief law, the assignment for the benefit of creditors
                    by or on behalf of, the voluntary or involuntary termination of existence by, or the
                    commencement of any proceeding under any present or future federal or state insolvency,
                    bankruptcy, reorganization, composition or debtor relief law by or against Borrower or any co
                    -signer, endorser, surety or guarantor of this Agreement or any other obligations Borrower
                    has with Lender.",
79         "grace_period": null,
80         "materiality_threshold": null
81     },
82     {
83         "event_type": "business termination",
84         "description": "Borrower merges, dissolves, reorganizes or ends Borrower\u2019s business or
                    existence.",
85         "grace_period": null,
86         "materiality_threshold": null
87     }
88 ]
89 },
90 "fees_and_costs": {
91     "fees": []
92 },
93 "security_and_guarantees": {
94     "security": {
95         "secured": true,
96         "collateral_description": "all property, real, personal or mixed, that secures the payment and
                    performance of the Loan and the Loan Documents",
97         "lien_priority": null,
98         "perfection_requirements": null
99     },
100     "guarantees": []
101 },
102 "administrative": {
103     "governing_terms": {
104         "governing_law": "Texas",
105         "jurisdiction": null,
106         "waiver_of_jury_trial": true,
107         "amendment_threshold": null,
108         "required_lenders_definition": null
109     }
110 }
111 }

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2 Syndicated Credit Agreement

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1 {
2   "document_type": "credit agreement",
3   "effective_date": "1999-11-17",
4   "obligations": {
5     "parties": [
6       {
7         "role": "borrower",
8         "name": "Weekly Reader Corporation",
9         "entity_type": "corporation",
10        "jurisdiction": "Delaware"
11      },
12      {
13        "role": "borrower",
14        "name": "JLC Learning Corporation",
15        "entity_type": "corporation",
16        "jurisdiction": "Delaware"
17      },
18      {
19        "role": "guarantor",
20        "name": "WRC Media Inc.",
21        "entity_type": "corporation",
22        "jurisdiction": "Delaware"
23      },
24      {
25        "role": "syndication agent",
26        "name": "DLJ Capital Funding, Inc.",
27        "entity_type": "corporation",
28        "jurisdiction": "New York"
29      },
30      {
31        "role": "administrative agent",
32        "name": "Bank of America, N.A.",
33        "entity_type": "bank",
34        "jurisdiction": "North Carolina"
35      },
36      {
37        "role": "documentation agent",
38        "name": "General Electric Capital Corporation",
39        "entity_type": "corporation",
40        "jurisdiction": "Illinois"
41      }
42    ],
43    "commitments": [
44      {
45        "facility_type": "term a loan",
46        "amount": 31000000,
47        "currency": "USD",
48        "availability_period": "on or prior to the applicable commitment termination date",
49        "purpose": "finance the consummation of the transaction and pay transaction fees and expenses"
50      },
51      {
52        "facility_type": "term b loan",
53        "amount": 100000000,
54        "currency": "USD",
55        "availability_period": "on or prior to the applicable commitment termination date",
56        "purpose": "finance the consummation of the transaction and pay transaction fees and expenses"
57      },
58      {
59        "facility_type": "revolving loan",
60        "amount": 30000000,
61        "currency": "USD",
62        "availability_period": "from and after the effective date but prior to the revolving loan
63          commitment termination date",
64        "purpose": "post-closing working capital and general corporate purposes"
65      },
66      {
67        "facility_type": "swing line loan",
68        "amount": 5000000,
69        "currency": "USD",
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69         "availability_period": "from and after the effective date but prior to the revolving loan
70             commitment termination date",
71         "purpose": "post-closing working capital and general corporate purposes"
72     },
73     {
74         "facility_type": "letter of credit",
75         "amount": 5000000,
76         "currency": "USD",
77         "availability_period": "from and after the effective date but prior to the revolving loan
78             commitment termination date",
79         "purpose": "support working capital and general corporate purposes"
80     }
81 ],
82 "pricing": {
83     "base_interest_rate": {
84         "rate_type": "floating",
85         "benchmark": "LIBO Rate",
86         "benchmark_definition": "interest rate per annum for deposits in dollars for a period equal to the
87             relevant interest period which appears on Telerate Page 3750",
88         "spread_bps": 300,
89         "floor_bps": null,
90         "cap_bps": null,
91         "day_count": "Actual/360"
92     },
93     "performance_pricing": [
94         {
95             "metric": "Leverage Ratio",
96             "definition": "Total Debt divided by EBITDA for the period consisting of such fiscal quarter and
97                 each of the three immediately preceding fiscal quarters",
98             "pricing_grid": [
99                 {
100                     "condition": "> 5.50:1.0",
101                     "spread_adjustment_bps": 225
102                 },
103                 {
104                     "condition": "5.00:1.0 to 5.50:1.0",
105                     "spread_adjustment_bps": 200
106                 },
107                 {
108                     "condition": "4.50:1.0 to 5.00:1.0",
109                     "spread_adjustment_bps": 175
110                 },
111                 {
112                     "condition": "4.00:1.0 to 4.50:1.0",
113                     "spread_adjustment_bps": 150
114                 },
115                 {
116                     "condition": "3.50:1.0 to 4.00:1.0",
117                     "spread_adjustment_bps": 125
118                 },
119                 {
120                     "condition": "<= 3.50:1.0",
121                     "spread_adjustment_bps": 100
122                 }
123             ],
124             "test_frequency": "quarterly"
125         }
126     ],
127     "default_pricing": {
128         "trigger": "event of default",
129         "rate_increase_bps": 200,
130         "application": "automatic upon occurrence"
131     }
132 },
133 "repayment": {
134     "maturity": {
135         "final_maturity_date": "2005-11-17",
136         "extension_options": null
137     },
138     "scheduled_amortization": {
139         "schedule_type": "quarterly",

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137     "payments": [
138     {
139         "date": "2000-09-30",
140         "amount": 387500
141     },
142     {
143         "date": "2001-09-30",
144         "amount": 775000
145     },
146     {
147         "date": "2002-09-30",
148         "amount": 1162500
149     },
150     {
151         "date": "2003-09-30",
152         "amount": 1550000
153     },
154     {
155         "date": "2004-09-30",
156         "amount": 1937500
157     },
158     {
159         "date": "2005-09-30",
160         "amount": 1550000
161     }
162 ]
163 },
164 "mandatory_prepayments": [
165 {
166     "trigger": "Excess Cash Flow",
167     "definition": "EBITDA for such fiscal year over the sum of interest expense, scheduled principal
168         repayments, income taxes, capital expenditures, investments, restricted payments, and
169         payments of interest",
170     "percentage": 0.5,
171     "application": "to term loans in order of maturity"
172 },
173 {
174     "trigger": "Net Disposition Proceeds",
175     "definition": "gross cash proceeds from any disposition minus reasonable and customary fees,
176         taxes, and payments to retire indebtedness",
177     "percentage": 1.0,
178     "application": "to term loans in order of maturity"
179 }
180 ],
181 "voluntary_prepayment": {
182     "permitted": true,
183     "minimum_amount": 1000000,
184     "premium": "none",
185     "notice_days": 1
186 }
187 },
188 "conditions": {
189     "financial_covenants": [
190     {
191         "metric": "Leverage Ratio",
192         "definition": "Total Debt divided by EBITDA for the period consisting of such fiscal quarter and
193             each of the three immediately preceding fiscal quarters",
194         "requirement": "maximum",
195         "threshold_value": 6.35,
196         "test_frequency": "quarterly",
197         "cure_rights": "none"
198     },
199     {
200         "metric": "Fixed Charge Coverage Ratio",
201         "definition": "EBITDA divided by the sum of interest expense, capital expenditures, scheduled
202             principal repayments, income taxes, and restricted payments",
203         "requirement": "minimum",
204         "threshold_value": 1.05,
205         "test_frequency": "quarterly",
206         "cure_rights": "none"
207     }
208 ]
209 },

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204 "negative_covenants": [
205   {
206     "restriction_type": "additional_indebtedness",
207     "description": "no additional debt except permitted debt",
208     "exceptions": "unsecured indebtedness not exceeding $50,000, capitalized lease liabilities not
                    exceeding $2,000,000"
209   },
210   {
211     "restriction_type": "liens",
212     "description": "no liens except permitted liens",
213     "exceptions": "liens securing indebtedness not exceeding $2,000,000"
214   }
215 ],
216 "events_of_default": [
217   {
218     "event_type": "payment default",
219     "description": "failure to pay principal when due",
220     "grace_period": "none",
221     "materiality_threshold": null
222   },
223   {
224     "event_type": "cross default",
225     "description": "default on other indebtedness",
226     "materiality_threshold": 5000000,
227     "threshold_definition": "indebtedness exceeding $5mm in aggregate principal amount"
228   }
229 ],
230 },
231 "fees_and_costs": {
232   "fees": [
233     {
234       "fee_type": "commitment",
235       "amount_or_rate": 50,
236       "rate_basis": "basis points per annum on unused commitments",
237       "unused_commitment_definition": "Total Commitments minus outstanding Loans, as calculated daily",
238       "payment_timing": "quarterly in arrears",
239       "recipient": "lenders"
240     },
241     {
242       "fee_type": "letter of credit",
243       "amount_or_rate": 25,
244       "rate_basis": "basis points per annum on the stated amount of each letter of credit",
245       "payment_timing": "quarterly in arrears",
246       "recipient": "issuers and lenders"
247     }
248   ]
249 },
250 "security_and_guarantees": {
251   "security": {
252     "secured": true,
253     "collateral_description": "all assets of borrower and guarantors",
254     "lien_priority": "first priority",
255     "perfection_requirements": "UCC filings, deposit account control agreements"
256   },
257   "guarantees": [
258     {
259       "guarantor": "WRC Media Inc.",
260       "guarantee_type": "full and unconditional",
261       "guarantee_cap": null
262     }
263   ]
264 },
265 "administrative": {
266   "governing_terms": {
267     "governing_law": "New York",
268     "jurisdiction": "courts of New York County",
269     "waiver_of_jury_trial": true,
270     "amendment_threshold": "Required Lenders",
271     "required_lenders_definition": "Lenders holding more than 50% of the aggregate Commitments and
                                   Loans outstanding"
272   }
273 }

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