

Credit Agreement Extractions - Raw JSON

August 6, 2025

1 RF Monolithics Term Loan

```
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
59             similar obligations secured by a lien on the Property except subordinated in payment to
60             Lender on conditions and terms acceptable to Lender."
61     },
62     {
63         "restriction_type": "disposition of assets",
64         "description": "Borrower will not sell, lease, assign, transfer, dispose of or otherwise
65             distribute all or substantially all of Borrower\u2019s assets without Lender\u2019s prior
66             written consent or as the Loan Documents permit."
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
79             behalf of, application of any debtor relief law, the assignment for the benefit of creditors
80             by or on behalf of, the voluntary or involuntary termination of existence by, or the
81             commencement of any proceeding under any present or future federal or state insolvency,
82             bankruptcy, reorganization, composition or debtor relief law by or against Borrower or any co
83             -signer, endorser, surety or guarantor of this Agreement or any other obligations Borrower
84             has with Lender.",
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
97             performance of the Loan and the Loan Documents",
98         "lien_priority": null,
99         "perfection_requirements": null
100    },
101    "guarantees": []
102 },
103 "administrative": {
104     "governing_terms": {
105         "governing_law": "Texas",
106         "jurisdiction": null,
107         "waiver_of_jury_trial": true,
108         "amendment_threshold": null,
109         "required_lenders_definition": null
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 "conditions": {
188     "financial_covenants": [
189         {
190             "metric": "Leverage Ratio",
191             "definition": "Total Debt divided by EBITDA for the period consisting of such fiscal quarter and
192                 each of the three immediately preceding fiscal quarters",
193             "requirement": "maximum",
194             "threshold_value": 6.35,
195             "test_frequency": "quarterly",
196             "cure_rights": "none"
197         },
198         {
199             "metric": "Fixed Charge Coverage Ratio",
200             "definition": "EBITDA divided by the sum of interest expense, capital expenditures, scheduled
201                 principal repayments, income taxes, and restricted payments",
202             "requirement": "minimum",
203             "threshold_value": 1.05,
204             "test_frequency": "quarterly",
205             "cure_rights": "none"
206         }
207     ],
208 }

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204     "negative_covenants": [
205         {
206             "restriction_type": "additional_indebtiness",
207             "description": "no additional debt except permitted debt",
208             "exceptions": "unsecured indebtedness not exceeding $50,000, capitalized lease liabilities not
209                 exceeding $2,000,000"
210         },
211         {
212             "restriction_type": "liens",
213             "description": "no liens except permitted liens",
214             "exceptions": "liens securing indebtedness not exceeding $2,000,000"
215         }
216     ],
217     "events_of_default": [
218         {
219             "event_type": "payment_default",
220             "description": "failure to pay principal when due",
221             "grace_period": "none",
222             "materiality_threshold": null
223         },
224         {
225             "event_type": "cross_default",
226             "description": "default on other indebtedness",
227             "materiality_threshold": 5000000,
228             "threshold_definition": "indebtiness exceeding $5mm in aggregate principal amount"
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
272                 Loans outstanding"
273         }
274     }

```

