

NAIC/SVO
Credit Tenant Loan Evaluation Form for
Bond Lease Based CTL Submission

07/12

Submit this form & first page of Loan Document to S&P CUSIP for PPN numbers.
Submit this form & the required documents to SVO with SAR or ARS submission.

Applicant: (Must be an insurance company lender.) _____

Issue

Description: _____

Issuer: _____

Name of Lessee: _____

Lessee's Senior Unsecured Debt Rating (If available): _____

Rating Source: _____

Name of Guarantor (If applicable): _____

Guarantor's Senior Unsecured Rating (If Available): _____

Rating Source: _____

Contact Person: _____

(Print name and title of Officer who may be called to discuss this transaction.)

Phone Number: _____

The undersigned understands and intends that the SVO will rely on the information contained in this form and the attachments to assign, publish and disseminate an NAIC Designation which will be used by NAIC members to make regulatory decisions.

Applicant: _____

(Name of Insurance Company Lender)

By: _____

(Signature of Contact Person)

Date: _____

Instructions: Your response to these questions should focus on disclosing aspects of the transaction which would tend to deprive the insurance company lender of the benefit of the assigned lease payments.

1. General. In order to induce SVO to evaluate the transaction, the Applicant represents and warrants as follows:

- The attached Bond Lease is a Bond Lease as defined in the *Purposes and Procedures of the Securities Valuation Office*, and in the detailed criteria specified in **Part Four, Section 2 (ii) (A)**.
- The attached Mortgage, Deed of Trust or similar document is valid and binding and creates a first lien on the real property described therein in favor of the Lender/Trustee.
- The attached Assignment of Rents is valid and binding, is irrevocable and perfected and creates a first lien on the Bond Lease and the lease payments thereunder in favor of the Lender/Trustee. The Lender/Trustee is directly collecting such lease payments.

Attach the following documents: (ARS Applicants submit final or near-final drafts.)

- The Promissory Note, Note Purchase Agreement, Mortgage/Deed of Trust, Bond Lease or other governing document.
 - Lessee's most recent audited financial statements and evidence of rating if available. If the lessee has not previously been rated, attach audited financial statements for the three most recent fiscal years.
 - Executed active and binding Assignment of Rents.
 - A copy of the Lessor's letter to Lessee or other document detailing lease payment instructions.
 - Written evidence from the Lessee certifying that Lessee's obligation to pay rent is in effect, that the Lessee has no defense to payment of rent, and confirmation of the Lessee's obligation to pay rent.
2. Describe any variation from the definition of Bond Lease, as defined in the *Purposes and Procedures of the Securities Valuation Office*, and explain.
 3. Provide a Diagram of the Transaction. **(The diagram should show all parties to the transaction, and associated disbursement and repayment flows.)**
 4. Provide a Step By Step Description of the Diagram. **(Describe legal relationships, cash flows, the sequence of events expected to evolve under the structure, etc.)**

5. Describe the Lessor's legal and business structure. (Attach additional pages as needed.)
6. To the best of Lender's knowledge, has this transaction been previously reported on Schedule B of the Statutory Annual Statement?
7. If the transaction involves a leasehold interest created by a ground lease or estate for years, describe the arrangement between the owner of the fee interest, the ground lessee, the ground lessor and the remainderman, if any (specifically whether or not the ground lease or estate for years is terminated pursuant to a foreclosure of the Note (s) or whether all of the ground lease obligations materially match all of the lessee's obligations under the Lease.

Please provide the following:

- (a) Name and address of Ground Lessor;
- (b) Term of Ground Lease;
- (c) Maximum annual/monthly rent payable to Ground Lessor during loan term;
- (d) All other amounts payable to ground Lessor that are not passed directly to the Lessee;
and
- (e) Executed copy of Attornment or other Agreement.