21 February 2022

Tahirah Ara

Singapore

Mr. Benedict Maximov

USA

Dear Mr. Maximov

**Advise on Efwon Group**

Thank you for retaining us to advise you on certain matters relating to your investments in the Efwon group, which holds a team license for the F1 racing franchise, including how to manage the lenders to the group and facilitate sponsorship of the team by KuasaNas, based on the facts set out in your recent letter to me.

***(A) Proposed strategy for dealing with the group***

 The primarily goal of the Efwon group now as we understand it, is to seal the deal with KuasaNas for a USD 200m per year sponsorship deal. We understand that this is necessary to put the Efwon group on a firm financial footing, and that KuasaNas has indicated that the Efwon group must promptly deal with any potential insolvency issues before they proceed with the sponsorship.

Our recommended strategy for dealing with the creditors of the Efwon group is to avoid a court process, if possible. There are a limited number of creditors and loans to the Efwon group. In addition, you know your creditors and will be able to reach out to them as opposed to for example, if there were bonds involved. Our understanding is that lenders to the group include nine banks in a syndicated loan to Efwon Investments (Delaware) in the amount of USD 250m and a Monaco based lender in a USD 100m high interest bilateral loan to Efwon Trading (UK). Given your existing relationships with these lenders, we think it would be worthwhile for you to attempt to negotiate a restructuring with these 10 lenders. All other existing debts are intercompany loans within the Efwon group.

We understand that KuasaNas requires you to give them a 51% stake in the business as a condition for the sponsorship and we have assumed that they expect that their shareholding in the business would be unencumbered and free from any loans. If that is not the case, please let us know. We therefore propose that you negotiate with KuasaNas that, on condition KuasaNas enters into a long-term sponsorship agreement with Efwon Hong Kong, with annual sponsorship payments of USD 200m, you will transfer 51% of the shares in Efwon Trading (UK) to KuasaNas. We recommend that the proposed restructuring terms for the syndicated loan and the bilateral loan be termed out on the basis that you or entities you control will be entitled to 49% of the future revenue flowing out of Efwon Trading (UK) on the assumption that the other 51% will flow up to KuasaNas, which will reflect your shareholding in Efwon Trading (UK) of 49% and KuasaNas' shareholding of 51%. The syndicated bank loan and the bilateral loan will need to be restructured so that the lenders only look to the 49% of cash flow allocated to you from Efwon Trading (UK) for repayment of these loans. The F1 license and the team will remain owned by Efwon Romania (for reasons to do with the license), which will remain a wholly owned subsidiary of Efwon Trading (UK). Alternative structures for KuasaNas' shareholding can be considered including providing KuasaNas with 51% of Efwon Romania, instead of Efwon Trading (UK) assuming that there will be no breach of the licence consent of F1 is obtained. In either case, however, you will need to negotiate minority protections for yourself within a shareholder's agreement with KuasaNas, to protect your interests in the business, including but not limited to ensuring that profits from the business will be distributed to shareholders in a timely manner to ensure your ability to repay the loans.

Our understanding is that the finalisation of the sponsorship terms with KuasaNas and the restructuring of the loans to the Efwon group will be dependent on one another and so will need to be pursued by you in tandem. If a successful negotiation with your lenders becomes impossible to achieve, then we will need to consider seeking on behalf of Efwon Investments (Delaware) or Efwon Trading (UK) a Chapter 11 reorganisation in the United States or scheme of arrangement in the United Kingdom respectively, but we should try to avoid going down this path, especially if there is a chance that Efwon Romania could be drawn into the court case as a debtor.

An important reason for seeking an out of court restructuring, is that we surmise that the F1 license granted to Efwon Romania contains a provision that allows F1 to cancel the license if the licensee becomes insolvent, defaults on its debts, seeks a moratorium on its debts or files for bankruptcy protection. This kind of termination provision would be typical in many licensing agreements. (Please if you could send us a copy of the terms of the F1 license for our review so that we can confirm this.) It is quite clear that the most valuable asset of the Efwon group is the F1 license. This is based on our understanding that to obtain a new license might take several years of patient and slow progress as well as requiring the payment of a large deposit. While the acquisition cost for the team (and presumably the license) was USD 50m in 2010, presumably that was at a low following the global financial crisis and that it is likely much more valuable now. So, the license is critical to the restructuring, and therefore it is very important that the Efwon group ensures that Efwon Romania is not put into insolvency.

Alternatives to move the license to another entity may be hampered by the injunction in Romania already granted to the drivers on the transfer of the assets and income from Efwon Romania. In addition, the license itself may contain limitations on to whom or where it can be transferred. While KuasaNas would like to transfer the team to Malaysia, that may or may not be possible under terms of the license. It is likely that the consent of F1 is needed for this. As such any sponsorship agreement with KuasaNas for sponsor should at most contain a best-efforts provision to move the team to Malaysia. If the F1's consent is required, then it could take time. In the interim we should assume that the license will remain with Efwon Romania.

We also suggest that we engage Romanian local counsel on your behalf to proceed to court there to dismiss the drivers' application to put Efwon Romania into insolvency. It is not clear to us what the basis of their position is for the insolvency given that while they have brought "claims" for substantial compensation, it has not yet been litigated, so they are not a creditor of the Efwon Romania. Whilst it is understandable for claimants to request freezing injunctions over a company's assets and/or income if there is a belief that a defendant may try to remove assets from the jurisdiction, we do not think there is any standing to file for an insolvency of Efwon Romania. So, we should work with Romanian counsel to remove the insolvency petition, as well as try to remove the freezing injunctions as there is no suggestion that Efwon Romania is taking steps to dissipate any of its assets. Efforts should be made to settle with the drivers over their injuries as may be reasonably required. However, we feel that neither the lenders nor KuasaNas should be unduly concerned. Though the drivers are asking for "substantial" compensation for their injuries, in the scheme of a USD 100m+ annual budget for an F1 team, we should not let the tail wag the dog. Further, we would assume that customary insurance policies were taken out and are valid and binding. We would suggest invoking the policies and having the insurers determine if the claims of the drivers are valid and if so, to pay them.

In any event, to further remove any risk that Efwon Romania could be dragged into insolvency (whether by the drivers or the lenders), we recommend that you consider from a financial and tax perspective conducting an immediate debt-to-equity conversion of the loans made by Efwon Trading (UK) to Efwon Romania. We understand that the current outstanding amount of such loans may be as high as USD 450m, and the Efwon Trading (UK) is the only shareholder in Efwon Romania. The debt-to-equity conversion will have the effect of removing all the financial indebtedness from the books of Efwon Romania, negating any argument that Efwon Romania is insolvent. We will need to check the terms of the license to ensure that a debt-to-equity conversion would not be considered a compromise of its debts, meaning that it could give rise to a right by F1 to cancel the license, but we think that would be unlikely. We would also need to check the syndicated bank loan and the bilateral loan to ensure that the debt-to-equity conversion would not violate the terms of those agreements. If it did, then we would need to seek their consents.

The obvious counterargument to the debt-to-equity conversion is that the loans, which are now secured by the broadcast revenue connected to the license, will lose their priority over any unsecured claims against Efwon Romania in the event of an insolvency. But if there were to be an insolvency, then Efwon Romania's most important asset (the license) would very likely be lost so having priority in that situation is of little benefit. It may be better to act now to ensure that an insolvency of Efwon Romania cannot happen rather than for Efwon Trading (UK) to have priority in an insolvency of Efwon Romania, where it has no substantial assets (assuming the license is lost).

Other reasons to pursue an out of court restructuring are:

Publicity – this can have a negative impact on the business, reputation of you personally and the Efwon group, which may put off KuasaNas. It is a sensitive period for them given the recent changeover in political party and being associated with a troubled company may give them cold feet.

Relationship - your relationship with the creditors may be damaged, especially if you have other business dealings with them or intend to borrow from them in future whether for Efwon related business or your other businesses. In our experience, given the relatively small number of creditors, relationship with creditors can be the one of the key aspects on how a debtor manages repayment of his debt. When a debtor has a good relationship or long-standing relationship with its creditors, we have seen creditors prepared to take a haircut or work out a solution for the long term. The debtor should update the creditors and keep an open line of communication. Creditors want to feel included in the process and that they are not kept in the dark but are regularly updated or consulted which helps them to remain calm in the face of formal court proceedings and not act rashly to accelerate the debt including enforcement.

Timing and Cost – Time is of the essence in coming to an agreement with the lenders and with KuasaNas and it would be better to negotiate out of court then spending cost and time fighting unnecessary litigation possibly in more than one jurisdiction.

 In summary, our proposal is as follows:

1. seek an immediate standstill agreement from the nine banks under the syndicated loan and the Monaco based lender under the bilateral loan;

(b) immediately engage Romanian lawyers to dismiss the application to put Efwon Romania into insolvency (as well as to contest to the freezing injunctions over its assets and income);

(c) subject to financial and tax advice, conduct an immediate debt-to-equity conversion of the up to USD 450m loans from Efwon Trading (UK) to Efwon Romania;

1. then negotiate with the nine banks and the Monaco based lender a comprehensive consensual restructuring of the Efwon group's debts while simultaneously negotiating with KuasaNas the sponsorship agreement including the transfer of 51% ownership in to KuasaNas; and

(e) if it is not possible to negotiate an equitable settlement with the nine banks and the Monaco based lender, then consider filing on behalf of Efwon Investments (Delaware) and Efwon Trading (UK), a Chapter 11 application in the United States or a scheme of arrangement in the United Kingdom respectively.

***(B) Whether one or more insolvency proceedings are required to achieve the goal of selling a stake in the group to KuasaNas (should the intended contract receive Government clearance)***

We are of the view that it is best not to have any insolvency proceedings if we can obtain the consents of the syndicated bank lenders and the Monaco based lender. We have two loans of original size of US$350mn with an aggregate of 10 lenders. In our experience, the number of lenders is a relatively small group which is manageable.

In addition, we would assume that both the loans would have reduced over time. Given that there was sponsorship between 2015-2019 of US$100millon annually, presumably both loans have also been paid down to some extent.

The interests of the lenders however are not equal. The lender under the bilateral loan made to Efwon Trading (UK) is secured on the revenues of Efwon Trading (UK) so the Monaco based lender has a superior claim over the syndicated bank lenders to the cash flow coming from the operating business under Efwon Romania. Amongst the syndicated bank lenders themselves there is inequality as two banks hold senior positions in the syndicated bank loan, two mezzanine and five hold junior positions. But notwithstanding the lenders' different interests in seniority there are only 10 lenders and if these lenders all follow Insol's statement of principles for a global approach to multi-creditor workouts, then that could serve as a basis for an initial standstill period and hopefully a negotiated settlement, including if necessary, any additional funding provided by some lenders with priority status under the Eighth Principal.

Other factors that support a successful consensual restructuring are that the lenders have lent to two separate special purpose vehicles. Other than the collateral over the property over your homes granted to the syndicated lenders (USD 75m), the creditors are reliant on cash flows being streamed upwards, i.e., their main security are assignment of contractual rights/revenues rather than tangible assets such as real property. The pledge of shares over Efwon Investments (Delaware) is meaningless given that the company is akin to a special purpose vehicle with no operating business, therefore both sets of creditors we believe have little to gain by commencing court proceedings. It is in their interest to help the borrower find a workable restructuring proposal and facilitate the USD 200m annual sponsorship from KuasaNas.

Also, we think there are solid arguments that can be made to the lenders in favour of a consensual restructuring even though 51% will be handed over to KuasaNas. Firstly, while the existing lenders would only be able to look to the 49% in Efwon Trading (UK) to be retained by you and companies that you control for or repayment of the loans, this could look to the lenders like a halving of their security. However, KuasaNas will be committing US$200mn annually in sponsorship fees payable to Efwon Hong Kong, which will flow up into Efwon Trading (UK). While only 49% of those fees will be allocable to you (and the lenders), this is not much different than the USD 100m annual sponsorship fees that were previously paid by Kretek Indonesia and flowed into Efwon Trading (UK), but which did not need to be split. So, they are not in a materially worse position then they were when the Efwon group had the Kretek sponsorship.

Secondly, if KuasaNas does not come in, and no substitute can be found then it is very likely that all the lenders could be subject to catastrophic loss as there is a real risk that the Efwon group's business will fail. The only security of value would be the personal homes pledged by you to the syndicated bank lenders. Assuming the senior bank lenders (USD 100m loans) have first rights to the personal security provided over your homes (valued at USD 75m), then even they are not fully secured. Therefore, all the lenders (in varying degrees) should be incentivised to work with the borrower team to ensure that KuasaNas is brought into the transaction.

To sweeten the deal offered to lenders, you may want to consider putting in place a cash management arrangement and the appointment of a monitoring accountant if the lenders require this. There is a cost to the Efwon group in implementing this. However, it may also be in your benefit to implement this if you have concerns regarding KuasaNas, as they will have majority control over the business once you transfer 51% to them.

If necessary, we could propose to the lenders that they form a steering committee although it is not strictly necessary given the small number of lenders. It is also important to get them to agree to a standstill – for them to hold their hands while a restructuring proposal is agreed. To facilitate this, we could assist in recommending an experienced financial advisor and legal counsel to represent them at the cost of the Efwon group, but who have reputations for being consensus builders and not litigious, so that a restructuring proposal that is workable for all parties can be agreed.

We should also engage our own financial and technical advisors so that we can provide to them valuations and a comprehensive restructuring proposal so that they can evaluate our financial position and proposals.

Notwithstanding all the above, it is still possible that a consensual agreement with all 10 lenders cannot be achieved, for whatever reason. On the assumption that the syndicated bank loan requires 100% of all lenders to amend the key money terms, then it only takes one lender (of the 10 lenders) to not agree and if one such lender tries to play hardball (more so against other lenders rather than the borrower) then the loans will need to be restructured through a court process.

***(C) Where these proceedings will take place***

If insolvency proceedings are necessary, then we would recommend proceedings in the United States. Efwon Investments (Delaware) is based in Delaware and Efwon Trading (UK) is based in the United Kingdom. So, if a court restructuring is necessary, a decision would need to be made of whether to file in the United States or United Kingdom. In either instance, both entities would be included as debtors in the court restructuring process regardless of which of the two jurisdictions is chose. Also, assuming that the "foreign main proceeding" is held in the United States or United Kingdom, it should be a relatively simple administrative matter to recognize the proceedings and any consequent decisions in the other jurisdiction, as well as in Romania to the extent that it is necessary as all three countries have incorporated the UNITCTRAL Model Law into its laws. It would not be possible however to do the same in Hong Kong (in relation to Efwon Hong Kong) as Hong Kong has not incorporated the UNICTRAL Model Law into its own laws.

 Arguably the centre of main interest (**COMI**) for Efwon Investments (Delaware) is the United States and in the case of Efwon Trading (UK), it is the United Kingdom – in each case being the location of where the debtor is registered. There is in most cases a rebuttable presumption that a corporate debtor's COMI is the location of its registered office (article 16(3), Model Law). A counter argument therefore could be made, that the COMI of both Efwon Investments (Delaware) and Efwon Trading (UK) is in Romania where the business is located, and it has the closest connection to the debtor assets. If a reorganisation is permitted by the Romanian court, you could consider folding either or both Efwon Investments (Delaware) and Efwon Trading (UK) debts into a court supervised restructuring process in Romania. Once the restructuring proposal is approved by the requisite threshold of creditors and sanctioned by the Romanian court, a Chapter 15 recognition can be sought in US and recognition in UK can also be sought. However, all the lenders are either in the US or London and we do not think they will argue to move the case to Romania, nor should we. While the drivers might have potential claims against Efwon Romania, they are arguably not creditors yet. From our point of view, it would be better to deal with this matter in the courts of the United States or United Kingdom, especially given the experience with courts in these jurisdictions with cross border insolvency. It would also presumably be inconvenient to you, the lenders and certainly for us as counsel, from a purely logistical perspective, to have the court case in Romania.

On balance, we would suggest United States because as there is only one lender for Efwon Trading (UK), any scheme of arrangement in the United Kingdom is meaningless as one would need the Monaco based lender consent anyway so we might as well seek consent consensually and our reservations of a Romanian proceeding is set out above.

***(D) What impediments may exist to proceedings taking place***

There are several possible impediments to pursuing a court proceeding for the restructuring of the Efwon group's debts which arise from the fact that there are several different classes of creditors and if any class of creditors opposes the planned court restructuring, we will need to overcome that opposition.

The Efwon group have four possible classes of creditors. By class of creditors, we mean a group of creditors having different interests from other lenders stemming from the terms, the priority or the security for the loans that they hold. The four classes of creditors are:

(a) the Monaco based lender to Efwon Trading (UK) under the USD 100m bilateral loan;

(b) the senior lenders in the amount of USD 100m under the syndicated bank loan;

(c) the mezzanine lenders in the amount of USD 60m under the syndicated bank loan; and

(d) the junior lenders in the amount of USD 90m under the syndicated bank loan.

To approve a Chapter 11 bankruptcy proposal requires that creditors of each class approve the plan by 2/3 in value and a majority in number. While we do not have information on the breakdown of holdings of each class of creditors, we have to be prepared for the possibility one class of creditors may vote down the plan in which case it would become necessary to "cramdown" that class. This would be possible with the court's permission if the other classes accept the plan, and the court finds that the plan is fair and equitable and does not discriminate unfairly.

***(E) What advantages/disadvantages may exist in relation to proceedings being organised in the way you propose***

 The advantage of a court sanctioned process is the ability to comprehensively deal with all issues and parties in one consolidated plan and to have the plan enforced against dissenting class members and if a class of creditors opposes the plan, possibly cramming down that class of creditors, so that the plan is enforceable against them as well.

 If a Chapter 11 Plan in the United States or the scheme of arrangement in the United Kingdom is approved by the court in that jurisdiction, then it will be enforceable in other jurisdictions that have adopted the UNICTRAL Model Law on Insolvency, which can be achieved in a simple manner by opening a court case in that other jurisdiction to seek recognition of the "foreign main proceeding".

 Another advantage of a court proceeding is that it may be possible to get debtor in possession financing from the existing lenders or new lenders on the basis that they will receive super priority security ahead of the existing lenders. Though it is possible to achieve this as well as part of a consensual arrangement which we favour. According debtor in possession funding super priority status as compared to other indebtedness is the final principal of Insol's Statement of Principles II.

A disadvantage with court proceedings is that not all countries have adopted the UNICTRAL Model Law on Insolvency into its own laws and this includes China and Hong Kong. So, a dissenting creditor from a Chapter 11 proceeding in the United States or the scheme of arrangement in the United Kingdom, might be able to make a claim against Efwon Hong Kong which previously held the sponsorship arrangement with Kretek and we understand will hold the lucrative sponsorship arrangement with KuasaNas. Notwithstanding we do not see this as a practical issue if the bilateral loan agreement and the syndicated loan agreement have choice of jurisdiction provisions that limit claims to begin made in the United States or United Kingdom as the case may be. If a creditor however has a right to make a claim anywhere under either of these loans, then we should seek advice from Hong Kong counsel on whether this is an issue we need to address.

Finally, it is important to note that the court restructuring that we propose unfortunately will not address the pending claims from the drivers. In our view the risks of putting Efwon Romania into a restructuring and jeopardising its F1 license as discussed above is just too risky and not warranted we think by the claims from the drivers. As mentioned, you should take advice from Romanian counsel, and then either settle the case with the drivers or let their claims run through the Romanian courts. Romanian counsel should be able to provide some basis for assessing the risk and potential costs to Efwon Romania if you lose the case. It may be the case, as we suspect, that once the risks and costs are put in perspective (against the size and budget of the business) that it will not be of a material concern to the lenders or KuasaNas in proceeding with the restructuring and the sponsorship.

 Our preference is to have a consensual out of court settlement and restructuring. The advantages of an out of court settlement and restructuring are:

1. preservation of reputation;
2. ability to consummate the sale/sponsorship with KuasaNas and at a quicker speed;
3. attract other sponsors;
4. greater control over the refinancing terms no fear that any breach could lead to liquidation or bankruptcy; and
5. greater autonomy over the business

***(F) The factors that will allow you to determine the above***

 Please refer to paragraph (G) below.

***(G) Any further facts or information that may be needed to answer the question***

 It would be helpful to know the following:

(a) the details of the F1 license, we assumed that the F1 license is currently held by Efwon Romania and cannot be transferred without the consent of F1 and that further an insolvency of the holder (Efwon Romania) would either result in the cancellation of the license or F1's right to cancel it;

(b) the terms of the syndicated bank loan and the bilateral loan, including the governing law and the security provisions and in the case of the syndicated bank loans, the requirements for amendment of the key money terms, which we assume requires 100% approval from lenders but would need to confirm;

(c) the loan amounts for the various lenders under the syndicated bank loans, so that we can better understand whether one or more lenders hold multiple positions across the different classes within the syndicated loan and whether any of the lenders hold outsized positions that could either help you if they are onside or work against you if they are not, i.e., hold blocking positions;

(d) size of drivers' claims and equally important, the extent of their injuries, so a realistic assessment can be made of what they may expect to receive if a Romanian court finds against you in that case;

(e) whether there are any valid insurance policies covering the drivers' claims;

(f) whether you are prepared to pump in any further equity to support the Efwon group;

(g) whether Efwon Trading (UK) is owned by you or Efwon Investments (Delaware); and

(h) whether the existing creditors (or new creditors) are prepared to extend any additional financing, in which case such funding would be done on the basis that it would have first priority status (over the existing loans), and this could be part of a consensual restructuring or part of a court approved plan.

***(H) Where you envisage the application of the European Insolvency Regulation and/or UNCITRAL Model Law in achieving this***

 Assuming that the alternative path of an in-court restructuring is pursued, then we would use the recognition procedures in Romania, UK and/or US, as the case may be, to apply for recognition - applications for recognition of foreign insolvency proceedings as each of these jurisdictions have incorporated the UNICTRAL Model Law on Insolvency into its laws.

The European Insolvency Regulation (**EIR**) applies to main insolvency proceedings opened before 11 p.m. on 31 December 2020. It provides automatic recognition to insolvency proceedings across the EU. To the extent that the EIR is not applicable, the Model Law has been implemented by the UK in its Cross-Border Insolvency Regulations[[1]](#footnote-1). The US has adopted the Model Law.

Under Article 20(1) of the Model Law, upon the recognition of the foreign proceeding[[2]](#footnote-2) as a “foreign main proceeding”, an automatic stay of actions against the debtor company will apply.[[3]](#footnote-3) In particular, the stay restrains (a) the commencement or continuation of individual actions or individual proceedings concerning the debtor’s property, rights, obligations or liabilities; (b) execution against the debtor’s property; and (c) the right to transfer, encumber or otherwise dispose of any property of the debtor is suspended.

 Pursuant to Article 17(2) of the Model Law, a foreign proceeding will be recognised as a “foreign main proceeding” if it is taking place in the state where the debtor has its COMI,[[4]](#footnote-4) unless such recognition is contrary to the public policy.[[5]](#footnote-5) Under Article 16(3), in the absence of proof to the contrary, the debtor’s registered office is presumed to be its COMI. The presumption under Article 16(3) is a starting point which may be displaced by the place of the debtor company’s central administration and other factors which point to the COMI. These factors should be objectively ascertainable by third party creditors and potential creditors, and weigh on the mind of such a creditor.

 Key factors which the court have considered include the place of central management and direction of the debtor company and the location of creditors. Further, the COMI will be determined as at the date of the debtor’s filing of its recognition application.

 Arguably, Romania has COMI for the Efwon group as it is where the business is located and revenues are streamed upwards from Efwon Romania, but as discussed above we do not recommend taking this position as we recommend that any court restructuring, if necessary, take place under Chapter 11 in the United States, which can then be recognized in Romania if needed.

***(I) In particular, how the provisions of these texts may assist or impede the strategy you propose to implement***

 To the extent a court sanctioned process is implemented, the EIR and Model Law is helpful in ensuring that there is a recognition including a moratorium in those jurisdictions.

***(J) In December 2019, Brexit finally happened. Advise as to the possible effect, if***

***any, of Brexit on your solution***

If the loan from the Monaco based lender is governed by English law, then a Romanian court sanctioned reorganisation plan or a US Chapter 11 is unlikely to be binding in English courts. This is because of the "Gibbs rule".

This English common law rule dates back to a decision in ***Anthony Gibbs & Sons v La Societe Industrielle et Commerciale des Metaux*** issued in 1890 and states that a discharge of debt under the insolvency law of a foreign country is only recognised in England if it is a discharge under the law applicable to the contract. From it follows the general proposition that a debt governed by English law cannot be discharged or compromised by a foreign insolvency proceeding—be it in the US, or any EU country after Brexit.

But if the loan agreement is not English law governed, and the Gibbs rule do not apply, then EIR or Model Law will allow recognition per paragraph H above.

 In any event, our proposal is to do a consensual restructuring so even if the loan agreement is governed by English law, it will not matter since the terms of the loan agreement are being amended by agreement of the parties to the loan agreement.

We look forward to discussing our advice and suggestions with you further on a call or in person. I may be reached at +65 1234567.

Yours sincerely

Tahirah Ara

1. The Cross-Border Insolvency Regulations 2006 (SI 2006/1030); [↑](#footnote-ref-1)
2. “Foreign proceeding” is defined in Article 2(h) of the Model Law as “a collective judicial or administrative proceeding in a foreign State, including an interim proceeding, under a law relating to insolvency or adjustment of debt in which proceeding the property and affairs of the debtor are subject to control or supervision by a foreign court, for the purpose of reorganization or liquidation”. [↑](#footnote-ref-2)
3. Article 20(2). [↑](#footnote-ref-3)
4. COMI is defined at Article 2(f). [↑](#footnote-ref-4)
5. Article 6. [↑](#footnote-ref-5)