



ASSOCIATION FOR
FINANCIAL
PROFESSIONALS

AFP TREASURY CHECKLIST FOR LIBOR



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INTRODUCTION

The AFP Treasury Checklist for Libor is meant to serve as a roadmap to help the corporate treasury professional manage the various instruments that a Treasury Department could use in the normal course of business.

Along with the list of various instruments, we reviewed the recommended fallback language from the Alternative Reference Rates Committee (ARRC). We intend to make revisions as more information becomes available.

The Checklist is broken down into the following columns:

- The first section highlights the instrument that a Treasury Professional might use or have exposure to at their organization.
- Followed by the category the instrument falls under based on the ARRC's categories. The ARRC has recommendations for Floating Rate Notes, Business Loans, Derivatives and Securitizations.
- For instruments that were entered into before 2021 and don't mature before then, Fall Backs for Old Agreements Pre 2021 column identifies the recommended action.
- For instruments that are entered into and expected to go beyond, 2021, the Fall Backs for New Agreements Pre 2021 column presents the recommended course of action.
- The Company Internal Plan of Action Considerations column takes into consideration either of the columns, but also recommends other considerations for the particular instrument. Consulting other departments like tax and legal need to be considered based on materiality.

Please use this Guide as a basis for starting the Libor transition, but also keep in mind this is not meant to provide legal or tax advice, please consult your internal resources for that.

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INSTRUMENTS

FX, INTEREST RATES, COMMODITIES

All non cleared derivatives subject to Default Interest Rates

Cash flow at Risk & Earnings at Risk

Cleared Derivatives

Cross Currency Swaps

Forward Rate Agreement

Interest Rate Caps

Interest Rate Collars

Interest Rate Floors

Interest Rate Options

Interest Rate Swaps

Total Return Swaps

CAPITAL MARKETS/DEBT

3a3 Commercial Paper Spread

4(2) Commercial Paper Spread

Asset-Backed Commercial Paper

Bank Anticipation Notes/
Tax Anticipation Notes

Bi Lateral Repo

Call Options- Debt

Century Bonds

Commercial Paper

Commercial Real Estate Loans

Convertible Bonds

Corporate Bond Floating

Debentures

Economic Development Bonds

Euro CD's

Eurobond

Eurodeposit

Floating Rate Notes

Foreign Bonds

High Yield Bonds

Hybrid Securities

Income Bonds

Index Bonds

Long Term Bonds

Medium Term Notes

Money Market Funds

Mortgage Backed Securities

Multicurrency Bonds

Municipal Bonds

Offering Memorandums

Preferred Stock

Promissory Note

Put Options- Debt

Shelf Registrations

Sinking Funds

Sovereign Bonds

Sub-Sovereign Bonds

Tender option Bond

Zero-Coupon Bonds

Debentures

Term Note

Economic Development Bonds

Equipment trust certificates

Securities Lending Collateral

BI LATERAL AND SYNDICATED LOANS

Collateralized loans

Commercial Letter of Credit (As part of Loan Syndication)

Commercial Real estate Leases

Committed Lines of Credit

Dynamic Discounting

Installment Credit

Revolving Credit Terms

Supply Chain Financing

Syndicated Loans

Term Loans

Unsecured Lines

IN HOUSE BANKING

Inter company Loans

Leading/Lagging Payments

Netting- Bilateral

Netting- Multilateral

Physical Pooling

Reinvoicing

WORKING CAPITAL

A/R Securitization Agreements

Factoring Agreements

Forfaiting

Purchasing Card, T&E, cards

Supply Chain Terms/Purchasing Agreements?

TRADE FINANCE

Documentary Collections

Export Letters of Credit

Import Letters of Credit

Trade Credit

OTHER

Captive Insurance Co

CLS

Collateral Trust Bond

Compliance Certificates

Consignment inventory

Credit Card Acceptance

Credit enhancement

Default Interest Payments on Debt

Hedge Accounting Treatment

Investment benchmarks

Lease Extensions

Leases

Payroll Cards

Pension Funds

Preferred stock dividends

Purchase Agreements

Sales Contracts

SOFR Term Sheet

Sourcing Agreements

Sovereign Statutory Rates of Interest

Tax Increment Financing Bonds

Treasury Policies and Procedures Update

WACC/Internal Cost of Funds/
Libor part of the calc.

Securities Lending Collateral

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
All non cleared derivatives subject to Default Interest Rates	Derivatives	ISDA Protocol Use/Amendments	ISDA and Master Agreement for Corp (don't reference Libor!)	ISDA Protocol Due out 1H 2020
Cash flow at Risk & Earnings at Risk	Derivatives	TBD	TBD	Review Internal Analytics, Process, language in 10Q, 10K, Etc.
Cleared Derivatives	Derivatives	CCP Rulebook	CCP Rulebook	Refer to CCP Rulebook governing
Cross Currency Swaps	Derivatives	ISDA Protocol Use/Amendments	ISDA Definitions	ISDA Protocol Due out 1H 2020
Forward Rate Agreement	Derivatives	ISDA Protocol Use/Amendments	ISDA Definitions	ISDA Protocol Due out 1H 2020
Interest Rate Caps	Derivatives	ISDA Protocol Use/Amendments	ISDA Definitions	ISDA Protocol Due out 1H 2020
Interest Rate Collars	Derivatives	ISDA Protocol Use/Amendments	ISDA Definitions	ISDA Protocol Due out 1H 2020
Interest Rate Floors	Derivatives	ISDA Protocol Use/Amendments	ISDA Definitions	ISDA Protocol Due out 1H 2020
Interest Rate Options	Derivatives	ISDA Protocol Use/Amendments	ISDA Definitions	ISDA Protocol Due out 1H 2020
Interest Rate Swaps	Derivatives	ISDA Protocol Use/Amendments	ISDA Definitions	ISDA Protocol Due out 1H 2020
Total Return Swaps	Derivatives	ISDA Protocol Use/Amendments	ISDA Definitions	ISDA Protocol Due out 1H 2020

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
3a3 Commercial Paper Spread	Loan	Not Likely tied to Libor	Not likely tied to Libor	Review prospectus, determine course of action if fixed or floating rate loan like
4(2) Commercial Paper Spread	Loan	Not Likely tied to Libor	Not likely tied to Libor	Review prospectus, determine course of action if fixed or floating rate loan like
Asset-Backed Commercial Paper	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt, ARRC has recommended fallback language. If Fixed?	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Bank Anticipation Notes/ Tax Anticipation Notes	Loan	None; could require unanimous consent of all security holders. Buyback/Swap, or accept current language to move to fixed Rate at last stated Libor, or support ARRC legislative options	ARRC Floating Rate Debt Fallback	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Bi Lateral Repo	Loan	None; could require unanimous consent of all security holders. Buyback/Swap, or accept current language to move to fixed Rate at last stated Libor, or support ARRC legislative options	ARRC Hardwire Approach	Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place
Call Options-Debt	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	TBD	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this securit.

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Century Bonds	TBD	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	ARRC Floating Rate Debt Fallback	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Commercial Paper	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Commercial Real Estate Loans	FRN	None; could require unanimous consent of all security holders. Buyback/Swap, or accept current language to move to fixed Rate at last stated Libor, or support ARRC legislative options	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Convertible Bonds	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Corporate Bond Floating	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC's push for a legislative solution for this security
Debentures	TBD	None; could require unanimous consent of all security holders. Buyback/Swap, or accept current language to move to fixed Rate at last stated Libor, or support ARRC legislative options	ARRC Floating Rate Debt Fallback	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC's push for a legislative solution for this security
Economic Development Bonds	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC's push for a legislative solution for this security
Euro CD's	FRN	None; could require unanimous consent of all security-holders. Buyback/Swap, or accept current language to move to fixed Rate at last stated Libor, or support ARRC legislative options	ARRC Floating Rate Debt Fallback	Not likely tied to Libor, but determine if IBOR is applicable

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Eurobond	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	ARRC Floating Rate Debt Fallback	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC's push for a legislative solution for this security
Eurodeposit	Loan	None; could require unanimous consent of all security-holders. Buyback/Swap, or accept current language to move to fixed Rate at last stated Libor, or support ARRC legislative options		Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC's push for a legislative solution for this security
Floating Rate Notes	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC's push for a legislative solution for this security
Foreign Bonds	Loan	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	ARRC Floating Rate Debt Fallback	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC's push for a legislative solution for this security

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
High Yield Bonds	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Hybrid Securities	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Income Bonds	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Index Bonds	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security

Instrument	"Instrument Like" or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Long Term Bonds	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language.	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC's push for a legislative solution for this security
Medium Term Notes	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC's push for a legislative solution for this security
Money Market Funds	TBD	Money Market fund holding legacy Libor assets would pass on fallback rates, Treasurers could sell fund as desired		Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC's push for a legislative solution for this security
Mortgage Backed Securities	FRN/ Securitization	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor		Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC's push for a legislative solution for this security

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Multicurrency Bonds	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Municipal Bonds	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Offering Memorandums	Debt	None	Build in New Language	Build in new language to reference rate
Preferred Stock	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	ARRC Floating Rate Debt Fallback	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Promissory Note	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Put Options-Debt	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Shelf Registrations	FRN	Typical contract language would revert to last published value of Libor. Fallback language could be amended as long as no borrowing has occurred	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Sinking Funds	Loan	None; could require unanimous consent of all security holders. Buyback/Swap, or accept current language to move to fixed rate at last stated Libor, or support ARRC legislative options	ARRC Floating Rate Debt Fallback	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Sovereign Bonds	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Sub-Sovereign Bonds	FRN	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Tender Option Bond	TBD	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor		Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security
Zero-Coupon Bonds	TBD	Typical contract language would revert to last published value of Libor and would require unanimous consent of all security-holders to amend. Options to address could include a Buyback/Swap, support ARRC legislative options, or accept current language to move to fixed rate at last stated Libor		Consider removing reference to Libor for New Issuances post 2021. For issuances as old agreements prior to 2021, consider 1) Accept the current language and fallback to a fixed rate equal to the last published value of Libor, 2) buyback the swap/security or 3) Support the ARRC’s push for a legislative solution for this security

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Debentures	TBD	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Floating Rate Debt Fallback	
Term Note	Loan	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Hardwire Approach	Consider Fallback Rate if not addressed
Economic Development Bonds	FRN TBD	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Hardwire Approach	Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place. Contact Legal, Credit, Tax to make sure new Ref Rate is applicable
Equipment Trust Certificates	Loan	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Floating Rate Debt Fallback	Check with your credit provider if applicable
Securities Lending Collateral	Loan/FRN/ Securitization	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Floating Rate Debt Fallback	Review Investments and Broker Loan Rates, any floating term rate as well

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Collateralized loans	Loan	Prior to the beginning of 2018 and upon Libor cessation, loans would generally be priced off a Prime Based Option. 2018 to now, the ARRC recommended Fallback Language with the Amendment approach being widely adopted. The Amendment approach generally says the borrower and agent generally identify a replacement rate and spread adjustment and 51% of the lenders have 5 days to object. If they object, the loan goes to a prime based rate unless successful replacement rate found. An additional option for consideration is the Hardwire fallback to shift the replacement rate to SOFR plus a modified spread identified by ARRC or ISDA	ARRC Hardwire + Spread Approach	Fall under ARRC’s recommendation for new issuance to use the Hardwire approach
Commercial Letter of Credit (As part of Loan Syndication)	Loan	Prior to the beginning of 2018 and upon Libor cessation, loans would generally be priced off a Prime Based Option. 2018 to now, the ARRC recommended Fallback Language with the Amendment approach being widely adopted. The Amendment approach generally says the borrower and agent generally identify a replacement rate and spread adjustment and 51% of the lenders have 5 days to object. If they object, the loan goes to a prime based rate unless successful replacement rate found. An additional option for consideration is the Hardwire fallback to shift the replacement rate to SOFR plus a modified spread identified by ARRC or ISDA	ARRC Hardwire + Spread Approach	Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place
Commercial Real Estate Leases	Loan	Prior to the beginning of 2018 and upon Libor cessation, loans would generally be priced off a Prime Based Option. 2018 to now, the ARRC recommended Fallback Language with the Amendment approach being widely adopted. The Amendment approach generally says the borrower and agent generally identify a replacement rate and spread adjustment and 51% of the lenders have 5 days to object. If they object, the loan goes to a prime based rate unless successful replacement rate found. An additional option for consideration is the Hardwire fallback to shift the replacement rate to SOFR plus a modified spread identified by ARRC or ISDA	ARRC Hardwire + Spread Approach	Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place. Contact Legal, Credit, Tax to make sure new Ref Rate is applicable

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Committed Lines of Credit	Loan	Prior to the beginning of 2018 and upon Libor cessation, loans would generally be priced off a Prime Based Option. 2018 to now, the ARRC recommended Fallback Language with the Amendment approach being widely adopted. The Amendment approach generally says the borrower and agent generally identify a replacement rate and spread adjustment and 51% of the lenders have 5 days to object. If they object, the loan goes to a prime based rate unless successful replacement rate found. An additional option for consideration is the Hardwire fallback to shift the replacement rate to SOFR plus a modified spread identified by ARRC or ISDA	ARRC Hardwire + Spread Approach	Consider Fallback Rate if not addressed
Dynamic Discounting	Loan	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Hardwire Approach	Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place. Contact Legal, Credit, Tax to make sure new Ref Rate is applicable
Installment Credit	Loan	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Hardwire Approach	Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place. Contact Legal, Credit, Tax to make sure new Ref Rate is applicable
Revolving Credit Terms	Loan	Prior to the beginning of 2018 and upon Libor cessation, loans would generally be priced off a Prime Based Option. 2018 to now, the ARRC recommended Fallback Language with the Amendment approach being widely adopted. The Amendment approach generally says the borrower and agent generally identify a replacement rate and spread adjustment and 51% of the lenders have 5 days to object. If they object, the loan goes to a prime based rate unless successful replacement rate found. An additional option for consideration is the Hardwire fallback to shift the replacement rate to SOFR plus a modified spread identified by ARRC or ISDA	ARRC Hardwire + Spread Approach	Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Supply Chain Financing	Loan	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	ARRC Hardwire Approach	Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place. Contact Legal, Credit, Tax to make sure new Ref Rate is applicable
Syndicated Loans	Loan	Prior to the beginning of 2018 and upon Libor cessation, loans would generally be priced off a Prime Based Option. 2018 to now, the ARRC recommended Fallback Language with the Amendment approach being widely adopted. The Amendment approach generally says the borrower and agent generally identify a replacement rate and spread adjustment and 51% of the lenders have 5 days to object. If they object, the loan goes to a prime based rate unless successful replacement rate found. An additional option for consideration is the Hardwire fallback to shift the replacement rate to SOFR plus a modified spread identified by ARRC or ISDA	ARRC Hardwire + Spread Approach	Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place
Term Loans	Loan	Prior to the beginning of 2018 and upon Libor cessation, loans would generally be priced off a Prime Based Option. 2018 to now, the ARRC recommended Fallback Language with the Amendment approach being widely adopted. The Amendment approach generally says the borrower and agent generally identify a replacement rate and spread adjustment and 51% of the lenders have 5 days to object. If they object, the loan goes to a prime based rate unless successful replacement rate found. An additional option for consideration is the Hardwire fallback to shift the replacement rate to SOFR plus a modified spread identified by ARRC or ISDA	ARRC Hardwire + Spread Approach	Consider Fallback Rate if not addressed

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Unsecured Lines	Loan	<p>Prior to the beginning of 2018 and upon Libor cessation, loans would generally be priced off a Prime Based Option. 2018 to now, the ARRC recommended Fallback Language with the Amendment approach being widely adopted. The Amendment approach generally says the borrower and agent generally identify a replacement rate and spread adjustment and 51% of the lenders have 5 days to object. If they object, the loan goes to a prime based rate unless successful replacement rate found. An additional option for consideration is the Hardwire fallback to shift the replacement rate to SOFR plus a modified spread identified by ARRC or ISDA</p>	ARRC Hardwire + Spread Approach	Check with your credit provider

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Inter company Loans	Loan	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	ARRC Hardwire Approach	No fallback, Parent/Sub, passed through cost plus a margin pricing. Confer with Tax, Legal, other entities as needed if Reference Rate needs updating
Leading/Lagging Payments	Company Internal	Not tied to Libor	Not tied to Libor	
Netting- Bilateral	Company Internal	Not tied to Libor	Not tied to Libor	
Netting- Multilateral	Company Internal	Not tied to Libor	Not tied to Libor	
Physical Pooling	Company Internal	Not tied to Libor	Not tied to Libor	
Reinvoicing	Company Internal	Not tied to Libor	Not tied to Libor	

Instrument	"Instrument Like" or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
A/R Securitization Agreements	Loan	Floating Rate Debt and Securitizations, ARRC has recommended fallback language		Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place
Factoring Agreements	Loan	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Hardwire Approach	Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place. Contact Legal, Credit, Tax to make sure new Ref Rate is applicable
Forfaiting	TBD			
Purchasing Card, T&E, cards	TBD	TBD	TBD	
Supply Chain Terms/ Purchasing Agreements	Company Internal	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Hardwire Approach	Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place. Contact Legal, Credit, Tax to make sure new Ref Rate is applicable
ReInvoicing	Company Internal	Not tied to Libor	Not tied to Libor	

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Documentary Collections	Loan	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Hardwire Approach	Determine if Libor is incorporated; understand the parties involved and their respective rights for action
Export Letters of Credit	Loan	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Hardwire Approach	Determine if Libor is incorporated; understand the parties involved and their respective rights for action
Import Letters of Credit	Loan	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Hardwire Approach	Determine if Libor is incorporated; understand the parties involved and their respective rights for action
Trade Credit	Loan	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Hardwire Approach	Determine if Libor is incorporated; understand the parties involved and their respective rights for action

Instrument	“Instrument Like” or ARRC Suggested Reference	Plan of Action		Company Internal Plan of Action Considerations
		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
Captive Insurance Co	Company Internal	Not tied to Libor	Not tied to Libor	
CLS	N/a			
Collateral Trust Bond	TBD-Bowman			
Compliance Certificates	N/a			
Consignment inventory	TBD			
Credit Card Acceptance	TBD			
Credit Enhancement	TBD			
Default Interest Payments on Debt	Company Internal			Review vendor/customer contracts if this provision exists. Determine if fixed or floating and which method to choose- hardwire or amendment approach by ARRC
Hedge Accounting Treatment	Company Internal	TBD	TBD	FASB should provide hedge accounting guidance 1H 2020
Investment benchmarks	See above			
Lease Extensions	Company Internal	Not tied to Libor, tied to CPI typically.	Not tied to Libor, tied to CPI typically	
Leases	TBD-Bloomberg			
Payroll Cards	TBD			
Pension Funds	Loan, FRN, Derivatives	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language	ARRC Floating Rate Debt Fallback	Consult Pension Investments/ Liabilities; coordinate with plan consultant, review as needed
Preferred Stock Dividends	Company Internal	Not Related.		
Purchase Agreements	Company Internal	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Hardwire Approach	Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place. Contact Legal, Credit, Tax to make sure new Ref Rate is applicable
Sales Contracts	Company Internal	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Hardwire Approach	Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place. Contact Legal, Credit, Tax to make sure new Ref Rate is applicable

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		Fall Backs for Old Agreements Pre 2021	Fall Backs for New Agreements Pre 2021	
SOFR Term Sheet	TBD	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach		
Sourcing Agreements	Company Internal	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Hardwire Approach	Consider Hardwire, or Amendment Approach as well as Turned Fixed Rate (last Libor), Determine which IBOR is in place. Contact Legal, Credit, Tax to make sure new Ref Rate is applicable
Sovereign Statutory Rates of Interest	Company Internal			
Tax Increment Financing Bonds	TBD			
Treasury Policies and Procedures Update	Company Internal	TBD	TBD	Determine where Libor Transition applies. Build into existing SOP's, Policies and procedures, review with internal Audit, tax, legal if need be
WACC/Internal Cost of Funds/ Libor part of the calc.	Company Internal			Determine if Libor is incorporated into your WACC Calculation. If IBOR applies, adjust accordingly
Securities Lending Collateral	Loan/FRN/ Securitization	Floating Rate Debt and BiLateral Loans, ARRC has recommended fallback language. Amendment Approach	ARRC Floating Rate Debt Fallback	Review Investments and Broker Loan Rates, any Floating term rate as well



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