

**PARTICIPATION AGREEMENT UNDER
THE MAIN STREET LENDING PROGRAM**

TRANSACTION SPECIFIC TERMS

THIS PARTICIPATION AGREEMENT UNDER THE MAIN STREET LENDING PROGRAM is dated as of the Agreement Date and entered into by and between Seller and Buyer to govern the purchase and sale of the Participation in the Loans and the other Transferred Rights, in accordance with the terms, conditions and agreements set forth in the Standard Terms and Conditions for Participation Agreements under the Main Street Lending Program (the “Standard Terms”) published as of May 27, 2020 on the website of the Federal Reserve Bank of Boston (the “Federal Reserve Bank of Boston’s Website”), which is currently at <http://www.bostonfed.org>. The Standard Terms are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the Parties and as specifically supplemented and modified by the terms and elections set forth in the Transaction Summary and Sections A through C below. The Standard Terms and the Transaction Specific Terms together constitute a single integrated Participation Agreement under the Main Street Lending Program governing the Transaction. With respect to the Transaction, the Parties agree to be bound by the Standard Terms and the Transaction Specific Terms set forth herein.

<u>TRANSACTION SUMMARY</u>		
Agreement Date:	_____ ¹	
Seller:	[NAME OF LENDER]	
Buyer:	MS FACILITIES LLC	
Credit Agreement:	[CREDIT AGREEMENT DESCRIPTION]	
Borrower:	[NAME OF BORROWER]	
<u>Main Street Facility (check one)</u>	<u>Participated Percentage</u>	<u>Transaction Fee Rate</u>
<input type="checkbox"/> Main Street New Loan Facility	95%	1.00%
<input type="checkbox"/> Main Street Priority Loan Facility	85%	1.00%
<input type="checkbox"/> Main Street Expanded Loan Facility	95%	0.75%
Purchase Amount:	[AMOUNT OF LOANS TO BE PURCHASED BY BUYER] ²	
Aggregate Tranche Amount:	[FULL AMOUNT OF LOANS OF THE APPLICABLE TRANCHE]	
Tranche:	[NAME OF TRANCHE FOR MAIN STREET TERM LOANS UNDER THE CREDIT AGREEMENT]	
Bilateral Facility:	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Agent:	[IF A BILATERAL FACILITY, THE NAME OF THE ADMINISTRATIVE AGENT PARTY TO THE CO-LENDER AGREEMENT; IF NOT A BILATERAL FACILITY, THE NAME OF THE ADMINISTRATIVE AGENT OR COMPARABLE AGENT UNDER THE CREDIT DOCUMENTS]	
Elevation Transfer Fee Amount:	[INSERT AMOUNT OF ELEVATION TRANSFER FEE PER THE CREDIT AGREEMENT OR CO-LENDER AGREEMENT, AS APPLICABLE]	

¹ To be completed by the Buyer.

² To equal the applicable Participated Percentage of the Aggregate Tranche Amount.

A. DEFINITIONS

Capitalized terms used in this Agreement shall have the respective meanings ascribed thereto in Section 1 of the Standard Terms and as otherwise may be provided in other provisions of this Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Agreement shall have the same meanings in this Agreement as in the Credit Agreement. Except as otherwise expressly set forth herein, each reference herein to “the Agreement,” “this Agreement,” “herein,” “hereunder” or “hereof” shall be deemed a reference to this Agreement. If there is any inconsistency between the Transaction Specific Terms and the Standard Terms, the Transaction Specific Terms shall govern and control.

B. SECTION 8 (DISTRIBUTIONS; INTEREST AND FEES; PAYMENTS; COMMITMENT REDUCTIONS)

B.1 Section 8.3 (Wire Instructions).

Buyer’s Wire Instructions:

State Street Bank and Trust Co. Boston
ABA# 011000028
Beneficiary Acct # 11636024
Beneficiary Name: MS Facilities LLC, FEFB
Ref.: _____

Seller’s Wire Instructions:

As set forth in the Lender Wire Instructions Direction.

C. SECTION 9 (NOTICES; RECORDS)

Buyer’s Address for Notices and Delivery:

MS Facilities LLC
600 Atlantic Avenue
Boston, Massachusetts 02210
Telephone: 1-833-712-2144
Electronic Mail Address: The email address or other portal for electronic submission as published on the Federal Reserve Bank of Boston’s Website for delivery of notices, requests, directions, consents or other information to be sent or delivered to MS Facilities LLC by Seller in connection with the Participation Agreement under the Main Street Lending Program.

Seller’s Address for Notices and Delivery:

[SELLER TO COMPLETE ADDRESS FOR NOTICES AND DELIVERY]

Attention:
Telephone:
Facsimile:
Electronic Mail Address:]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement by their duly authorized officers or representatives as of the Agreement Date.

SELLER

[NAME OF SELLER]

By: _____
Name:
Title:

BUYER

MS FACILITIES LLC

By: _____
Name:
Title: