CO-LENDER AGREEMENT UNDER
THE MAIN STREET LENDING PROGRAM

TRANSACTION SPECIFIC TERMS

THIS CO-LENDER AGREEMENT UNDER THE MAIN STREET LENDING PROGRAM is dated as of the Agreement Date and entered into by and between the Initial Lender, the New Lender, the other Lenders from time to time parties hereto, the Administrative Agent, the Borrower and the other Loan Parties from time to time parties hereto (if any) to govern the rights and obligations of the Lenders, the Administrative Agent, the Borrower and the other Loan Parties (if any) under the Credit Agreement and the other Loan Documents (the "Transaction"), in accordance with the terms, conditions and agreements set forth in the Standard Terms and Conditions for Co-Lender Agreements under the Main Street Lending Program (the “Standard Terms”) published as of June 11 July 31, 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 Co-Lender Agreement under the Main Street Lending Program. For good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree to be bound by the Standard Terms and the Transaction Specific Terms set forth herein.

TRANSACTION SUMMARY

<table>
<thead>
<tr>
<th>Agreement Date:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Lender:</td>
<td>[ELIGIBLE LENDER FOR BILATERAL FACILITY]</td>
</tr>
<tr>
<td>Administrative Agent:</td>
<td>[ADMINISTRATIVE AGENT] The Initial Lender in its capacity as administrative agent under this Co-Lender Agreement</td>
</tr>
<tr>
<td>New Lender:</td>
<td>[CREDIT AGREEMENT DESCRIPTION] 20</td>
</tr>
<tr>
<td>Credit Agreement Date:</td>
<td></td>
</tr>
<tr>
<td>Borrower:</td>
<td>[ELIGIBLE BORROWER FOR BILATERAL FACILITY]</td>
</tr>
<tr>
<td>Main Street Term Loan Tranche:</td>
<td>[IDENTIFY APPLICABLE LOAN TRANCHE FOR THE TERM LOANS UNDER THE MAIN STREET LENDING PROGRAM USING CREDIT AGREEMENT DEFINITIONS]</td>
</tr>
</tbody>
</table>

A. DEFINITIONS

Capitalized terms used in this Agreement shall have the respective meanings ascribed thereto in Section 1 of the Standard Terms, as supplemented by Section A of the Transaction Specific 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

---

1. Agreement Date to remain blank until filled in by the New Lender.
2. Administrative Agent to be the same lender as the “Initial Lender”.
3. Name of the New Lender to remain blank until filled in by the New Lender.
4. List each Borrower if there are multiple Borrowers.
any inconsistency between the Transaction Specific Terms and the Standard Terms, the Transaction Specific Terms shall govern and control.

B. WIRE INSTRUCTIONS

New Lender’s Wire Instructions:⁵

Bank: ______________________
ABA No.: _________________
Acct.: ___________________
Acct. No.: _______________
Attn.: ___________________
Ref.: ____________________

Initial Lender’s Wire Instructions:⁶

Bank: ______________________
ABA No.: _________________
Acct.: ___________________
Acct. No.: _______________
Attn.: ___________________
Ref.: ____________________

Administrative Agent’s Wire Instructions:⁷

Bank: ______________________
ABA No.: _________________
Acct.: ___________________
Acct. No.: _______________
Attn.: ___________________
Ref.: ____________________

C. NOTICE INFORMATION

New Lender’s Address for Notices and Delivery:⁸

____________________________________
____________________________________
Attention: _________________________
Telephone: _________________________
Facsimile: _________________________
Electronic Mail Address:_____________

⁵ To remain blank until completed by New Lender.
⁶ To be completed by Initial Lender.
⁷ To be completed by Administrative Agent.
⁸ To remain blank until completed by New Lender.
Initial Lender’s Address for Notices and Delivery: 9

___________________________
___________________________
___________________________

Attention:
Telephone:
Facsimile:
Electronic Mail Address:

Administrative Agent’s Address for Notices and Delivery: 10

___________________________
___________________________
___________________________

Attention:
Telephone:
Facsimile:
Electronic Mail Address:

9. To be completed by Initial Lender.
10. To be completed by Administrative Agent.
IN WITNESS WHEREOF, Initial Lender, Administrative Agent, Borrower, the other Loan Parties (if any) and New Lender have executed this Agreement by their duly authorized officers or representatives.

INITIAL LENDER

[NAME OF INITIAL LENDER]

By: ______________________________________
   Name:
   Title:

ADMINISTRATIVE AGENT

[NAME OF ADMINISTRATIVE AGENT]

By: ______________________________________
   Name:
   Title:
BORROWER\textsuperscript{11}

\[ \text{NAME OF BORROWER} \]

By: \\
Name: \\
Title:

\[ \text{LOAN PARTIES \textit{OTHER THAN A BORROWER}}\textsuperscript{12} \]

\[ \text{NAME OF LOAN PARTIES} \]

By: \\
Name: \\
Title:

\textsuperscript{11} If there are multiple Borrowers, each Borrower is required to sign.

\textsuperscript{12} If there are any Guarantors or Grantors (other than a Borrower), each such Guarantor or Grantor is required to sign.
NEW LENDER

_________________________________

By: ______________________________________
  Name:                                    
  Title:                                  

13. To be left blank until completed by New Lender.

[Signature Page to Co-Lender Agreement]