

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 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	
Agreement Date:	This field should be BLANK. ¹
Initial Lender:	ABC Bank ←
Administrative Agent:	The Initial Lender in its capacity as administrative agent under this Co-Lender Agreement
New Lender:	This field should be BLANK. ²
Credit Agreement Date:	July 6, 2020 ←
Borrower:	Hypo 123 Company, Inc. ³
Main Street Term Loan Tranche:	Term Loan

Lender's Legal Name; should match the name submitted through the Portal.

This date is the "effective date" of the Credit Agreement, which is generally the date the Credit Agreement was signed.

Borrower's Legal Name; should match the name submitted through the Portal.

This should match the Tranche Description in the Portal. It is the term (typically a defined term) used to refer to the Main Street loan in the Credit Agreement (e.g., "Loan" or "Term Loans" or "loan").

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 any inconsistency between the Transaction Specific Terms and the Standard Terms, the Transaction Specific Terms shall govern and control.

1 Agreement Date to remain blank until filled in by the New Lender.
2 Name of the New Lender to remain blank until filled in by the New Lender.
3 List each Borrower if there are multiple Borrowers.

B. WIRE INSTRUCTIONS

New Lender's Wire Instructions:⁴

Bank: _____
ABA No.: _____
Acct.: _____
Acct. No.: _____
Attn.: _____
Ref.: _____

These fields
should be left
BLANK.

Initial Lender's Wire Instructions:⁵

Bank: ABC Bank _____
ABA No.: XXXXXX _____
Acct.: XXXXXX _____
Acct. No.: XXXXXX _____
Attn.: XXXXXX _____
Ref.: XXXXXX _____

These fields should
be completed and
should match the
Lender Wire
Instructions submitted
by the Lender to the
SPV at the time of the
Lender's registration.

Administrative Agent's Wire Instructions:⁶

Bank: ABC Bank _____
ABA No.: XXXXXX _____
Acct.: XXXXXX _____
Acct. No.: XXXXXX _____
Attn.: XXXXXX _____
Ref.: XXXXXX _____

C. NOTICE INFORMATION

New Lender's Address for Notices and Delivery:⁷

Attention:
Telephone:
Facsimile:
Electronic Mail Address:

These fields
should be left
BLANK.

⁴ To remain blank until completed by New Lender.

⁵ To be completed by Initial Lender.

⁶ To be completed by Administrative Agent.

⁷ To remain blank until completed by New Lender.

Initial Lender's Address for Notices and Delivery:⁸

123 Main Street
Anytown, Any State 00000

Attention: Dorothy Doe
Telephone: 123-456-7890
Facsimile:
Electronic Mail Address: ddoe@bank.com

Administrative Agent's Address for Notices and Delivery:⁹

123 Main Street
Anytown, Any State 00000

Attention: Dorothy Doe
Telephone: 123-456-7890
Facsimile:
Electronic Mail Address: ddoe@bank.com

These fields
should be
completed.

⁸ To be completed by Initial Lender.

⁹ 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

ABC Bank

Lender's Legal Name; should match the name submitted through the Portal.

This should be signed and completed, on behalf of the Lender by a duly authorized employee, with name and title.

By: Dorothy Doe
Name: Dorothy Doe
Title: Chief Loan Officer, ABC Bank

ADMINISTRATIVE AGENT

ABC Bank

Lender's Legal Name; should match the name submitted through the Portal.

This should be signed and completed, on behalf of the Lender by a duly authorized employee, with name and title.

By: Dorothy Doe
Name: Dorothy Doe
Title: Chief Loan Officer, ABC Bank

BORROWER¹⁰

Hypo I23 Company, Inc. ←

Borrower Name; should match the name submitted through the Portal.

This should be signed and completed, on behalf of the Borrower by a duly authorized employee, with name and title.

By: Jackie Joe
Name: Jackie Joe
Title: CEO, Hypo I23 Company, Inc.

LOAN PARTIES OTHER THAN A BORROWER¹¹

Company 456 LLC, as Guarantor ←

Loan Party Name and capacity; if a guarantor, should match the name submitted through the Portal, if any.

This should be signed and completed, on behalf of duly authorized signatories of other Loan Parties, if any. This may include Grantors or Guarantors. Name and title should be included.

By: Maria Moe
Name: Maria Moe
Title: CEO, Company 456 LLC

¹⁰ If there are multiple Borrowers, each Borrower is required to sign.

¹¹ If there are any Guarantors or Grantors (other than a Borrower), each such Guarantor or Grantor is required to sign.

This should
be left
BLANK.

NEW LENDER

_____ ¹²

By: _____

Name:

Title:

¹² To be left blank until completed by New Lender.