Issued on July 31, 2020

# 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.

T Agreement Date: Initial Lender:	This field should be BLANK. 1  ABC Bank	Lender's Legal Nam should match the name submitted	e;
		through the Portal.	
Administrative Agent:  New Lender:	The Initial Lender in its capacity as a agent under this Co-Lender Agreeme This field should be BLANK. 2		This date is the "effective date" of the Credit
Credit Agreement Date:	<u>September</u> 22, 2020 ←		Agreement,
Borrower:	HypoXYZ Nonprofit, Inc.; Hypo456 N Hypo789 Nonprofit, Inc.; HypoJKL No HypoMNO Nonprofit, Inc. <sup>3</sup>		which is generally the date the Credit Agreement was
Main Street Term Loan Tranche:	Term Loan		signed.
This should	match the Tranche Description in the	Borrower's Lega	al Name(s); should

#### A. DEFINITIONS

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")

match the name(s) submitted through the Portal.

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.

<sup>&</sup>lt;sup>1</sup> Agreement Date to remain blank until filled in by the New Lender.

<sup>&</sup>lt;sup>2</sup> Name of the New Lender to remain blank until filled in by the New Lender.

<sup>&</sup>lt;sup>3</sup> List each Borrower if there are multiple Borrowers.

## B. <u>WIRE INSTRUCTIONS</u>

New Lender's Wire Instructions:4		
Bank: ABA No.: Acct.: Acct. No.: Attn.: Ref.: Ref.: These fields should be leaded.		
Initial Lender's Wire Instructions:5		
Bank:         _ABC Bank           ABA No.:         _XXXXXX           Acct.:         _XXXXXXX           Acct. No.:         _XXXXXX           Attn.:         _XXXXXX		
Ref.: XXXXXX	These fields should	
Administrative Agent's Wire Instructions:6	be completed and should match the Lender Wire Instructions submitted	
Bank: ABC Bank	by the Lender to the	
ABA No.: XXXXXX Acct.: XXXXXXX	SPV at the time of the Lender's registration.	
Acct. No.: XXXXXX	Lender's registration.	
Attn.: XXXXXX		
Ref.: XXXXXX		

# C. NOTICE INFORMATION

New Lender's Address for Notices an	d Delivery: <sup>7</sup>	
Attention: Telephone: Facsimile: Electronic Mail Address:	These should BLANI	be left

<sup>&</sup>lt;sup>4</sup> To remain blank until completed by New Lender.

<sup>&</sup>lt;sup>5</sup> To be completed by Initial Lender.

<sup>&</sup>lt;sup>6</sup> To be completed by Administrative Agent.

<sup>&</sup>lt;sup>7</sup> To remain blank until completed by New Lender.

## Initial Lender's Address for Notices and Delivery:8

123 Main Street

Anytown, Any State 00000

These fields should be completed.

Attention: <u>Dorothy Doe</u> Telephone: <u>123-456-7890</u>

Facsimile:

Electronic Mail Address: <a href="mailto:ddoe@bank.com">ddoe@bank.com</a>

Administrative Agent's Address for Notices and Delivery:9

123 Main Street

Anytown, Any State 00000

Attention: <u>Dorothy Doe</u> Telephone: <u>123-456-7890</u>

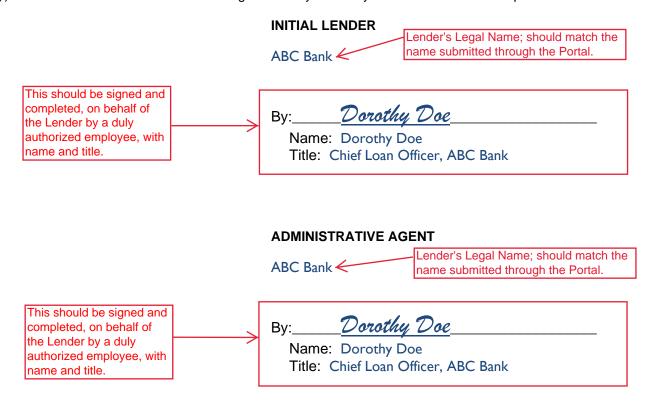
Facsimile:

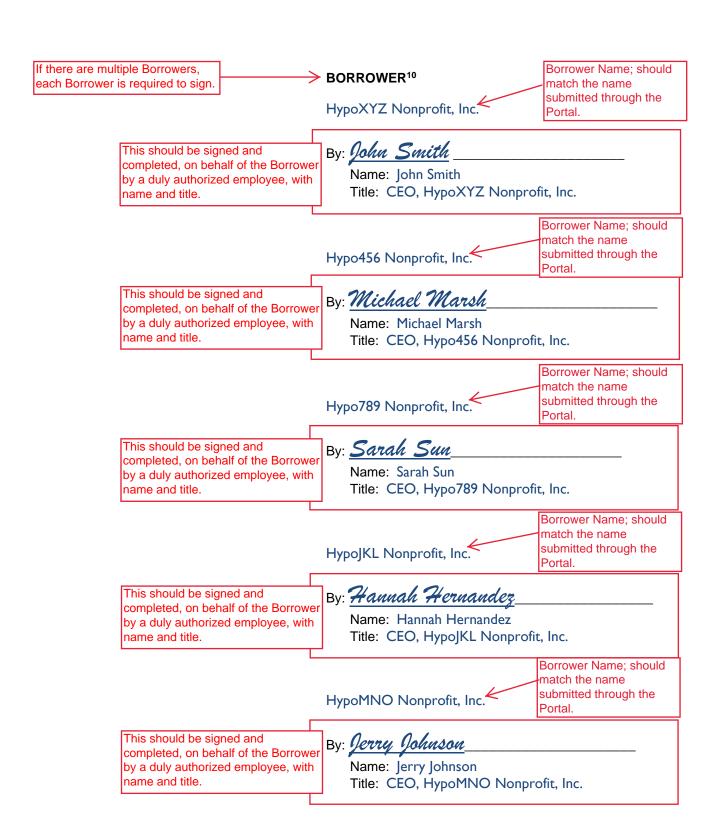
Electronic Mail Address: <a href="mailto:ddoe@bank.com">ddoe@bank.com</a>

<sup>&</sup>lt;sup>8</sup> To be completed by Initial Lender.

<sup>&</sup>lt;sup>9</sup> 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.





<sup>&</sup>lt;sup>10</sup> If there are multiple Borrowers, each Borrower is required to sign.

### LOAN PARTIES OTHER THAN A BORROWER<sup>11</sup>

Company 456 LLC, as Guarantor

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

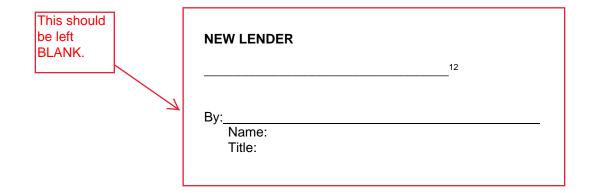
This should be signed and completed, on behalf of duly authorized signatories of other Loan Parties, if any. This may include Grantors or Guarantors. Name and title should be included.

By: \_\_Maria Moe\_

Name: Maria Moe

Title: CEO, Company 456 LLC

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



<sup>&</sup>lt;sup>12</sup> To be left blank until completed by New Lender.