

Main Street Lending Program Instructions for Lender Required Documentation

Eligible Lender Registration Required Documentation

To participate in the Main Street New Loan Facility (“MSNLF”), the Main Street Priority Loan Facility (“MSPLF”), or the Main Street Expanded Loan Facility (“MSELF”), Eligible Lenders must first register by submitting the following documents to the Main Street SPV:

- **Main Street Lending Program Lender Registration Certifications and Covenants**
 - **Description:** In the Main Street Lending Program Lender Registration Certifications and Covenants, the Eligible Lender makes required certifications and agrees to required covenants relating to Section 13(3) of the Federal Reserve Act, the CARES Act, the Board’s Regulation A, and the MSNLF, MSELF, and MSPLF term sheets.
 - **Signatories:** The Lender Registration Certifications and Covenants must be signed and delivered, on behalf of the Eligible Lender, by its principal executive officer and principal financial officer (or individuals performing similar functions).
- **Lender Wire Instructions Direction**
 - **Description:** In the Lender Wire Instructions Direction, the Eligible Lender provides wire instructions for the bank account into which MS Facilities LLC (the “SPV”) will transfer the purchase price and any other payments in respect of the Main Street SPV’s purchase of a participation from the Eligible Lender in each loan that is consistent with Program requirements.
 - **Signatories:** The Lender Wire Instructions Direction must be signed and delivered, on behalf of the Eligible Lender by a duly authorized employee or officer of the Eligible Lender.

Transaction Specific Required Documentation

For each transaction under the MSNLF, the MSPLF, or the MSELF, an Eligible Lender is required to submit the following documents to the Main Street SPV:

- **Participation Agreement under the Main Street Program Transaction Specific Terms**
 - **Description:** The Participation Agreement under the Main Street Program Transaction Specific Terms (the “Participation Agreement Transaction Specific Terms”), which incorporates the [Participation Agreement Under the Main Street Program Standard Terms and Conditions](#) (the “Participation Agreement Standard Terms and Conditions”) as published on the FRB Boston Website, serves as the agreement under which the Main Street SPV purchases a participation in an eligible loan. Eligible Lenders must complete, sign, and submit the Participation Agreement Transaction Specific Terms to the Main Street SPV, but do not need to separately sign or submit the Participation Agreement Standard Term and Conditions.
 - **Completion Instructions:** The Eligible Lender should complete the Participation Agreement Transaction Specific Terms as follows:
 - **Agreement Date:** The Eligible Lender should leave this field blank; the Main Street SPV will insert the Agreement Date when it countersigns the Participation Agreement Transaction Specific Terms following a determination that the loan is consistent with Program requirements.
 - **Seller:** The Eligible Lender should complete this field with its legal name.
 - **Credit Agreement:** The Eligible Lender should complete this field with a description of the Credit Agreement for the loan (e.g., title of the agreement, date, relevant parties).

- **Borrower**: The Eligible Lender should complete this field with the legal name of the Borrower for the loan.
 - **Main Street Facility**: The Eligible Lender should check the box for “Main Street New Loan Facility,” “Main Street Priority Loan Facility,” or “Main Street Expanded Loan Facility,” as applicable, to confirm under which Main Street Facility the loan is being submitted.
 - **Purchase Amount**: The Eligible Lender should complete this field with the principal amount of the loan to be participated by the Main Street SPV. Such amount should be the Participated Percentage (95% for MSNLF and MSELF and 85% for MSPLF) multiplied by the Aggregate Tranche Amount, described below.
 - **Aggregate Tranche Amount**: The Eligible Lender should complete this field with the aggregate principal amount of the loan, including both the portion being participated to the Main Street SPV and the portion being retained by the Eligible Lender.
 - **Tranche**: The Eligible Lender should complete this field with the term used to refer to the loan in the Credit Agreement (e.g., “Term Loans,” “Loans,” “Advances”).
 - **Bilateral Facility**: The Eligible Lender should check “Yes,” if the Credit Agreement does not contain customary syndicated loan facility provisions, including agency, assignment, voting, sharing and other multi-lender provisions (a “Bilateral Facility”). Eligible Lender should check “No,” if the Credit Agreement contains such customary syndicated loan facility provisions.
 - **Agent**: The Eligible Lender should complete this field with (i) if a Bilateral Facility, the name of the Eligible Lender, since the Eligible Lender will serve as Administrative Agent under the Co-Lender Agreement and (ii) if not a Bilateral Facility, the name of the Administrative Agent under the Credit Agreement.
 - **Elevation Transfer Fee**: The Eligible Lender should complete this field with (i) if a Bilateral Facility, \$3,500 and (ii) if not a Bilateral Facility, the amount of the transfer fee set forth under the Credit Agreement.
 - **Section B, Buyer’s Wire Instructions Ref**: The Eligible Lender should leave this blank. The Main Street SPV will complete this field.
 - **Section C, Seller’s Address for Notices and Delivery**: The Eligible Lender should complete this field with the Eligible Lender’s notice details.
- **Signatories**: The Participation Agreement Transaction Specific Terms must be signed and delivered, on behalf of the Eligible Lender, by a duly authorized employee or officer of the Eligible Lender.
- **Borrower Certifications and Covenants**
 - **Variations**: The Borrower Certifications and Covenants are provided in three different varieties:
 - the [Main Street New Loan Facility Borrower Certifications and Covenants](#),
 - the [Main Street Priority Loan Facility Borrower Certifications and Covenants](#), and
 - the [Main Street Expanded Loan Facility Borrower Certifications and Covenants](#).
 - **Description**: The Eligible Borrower should complete the form for the appropriate Main Street Facility. The Borrower Certifications and Covenants require the Eligible Borrower to make required certifications and agree to be bound by required covenants, relating to Section 13(3) of the Federal Reserve Act, the CARES Act, the Board’s Regulation A, and the MSNLF, MSELF, or MSPLF term sheet, as applicable. The Eligible Lender is an express beneficiary of the Borrower Certifications and Covenants. Eligible Lenders must submit the Borrower Certifications and Covenants, signed by the Borrower, with the rest of the Transaction Specific Required Documents.
 - **Completion Instructions**: The Borrower Certifications and Covenants are preceded by Instructions to provide the Borrower with guidance.

- **Signatories:** The Borrower Certifications and Covenants for the applicable Main Street Facility must be signed and delivered, on behalf of the Eligible Borrower, by its principal executive officer and principal financial officer (or individuals performing similar functions). If the principal executive officer and principal financial officer of an Eligible Borrower are the same individual, the second signatory should be the next-in-line officer or employee of the Eligible Borrower that works in a financial or accounting capacity.
- **Lender Transaction Specific Certifications and Covenants**
 - The Lender Transaction Specific Certifications and Covenants are provided in three different varieties:
 - the [Main Street New Loan Facility Lender Transaction Specific Certifications and Covenants](#),
 - the [Main Street Priority Loan Facility Lender Transaction Specific Certifications and Covenants](#), and
 - the [Main Street Expanded Loan Facility Lender Transaction Specific Certifications and Covenants](#).
 - **Description:** The Eligible Lender should complete the form for the appropriate Main Street Facility. The Lender Transaction Specific Certifications and Covenants require the Eligible Lender to certify to the eligibility of the loan and to be bound to certain covenants relating to requirements in the relevant MSNLF, MSPLF, or MSELF term sheet, as applicable. The Lender Transaction Specific Certifications and Covenants include certifications that the loan documentation meets the specific requirements in the Appendix A of the [Main Street Lending Program FAQs](#).
 - **Completion Instructions:** The Lender Transaction Specific Certifications and Covenants are preceded by Instructions that provide the Lender with guidance.
 - **Signatories:** The Lender Transaction Specific Certifications and Covenants for the applicable Main Street Facility must be signed and delivered, on behalf of the Eligible Lender, by a duly authorized employee or officer of the Eligible Lender.
- **Assignment Executed In Blank**
 - **Description:** Completion instructions and a detailed description of the Assignment Executed in Blank are included in the Instructions and Guidance that precedes the Assignment and Assumption. The Assignment Executed in Blank is intended to be used by the Main Street SPV to elevate its participation or to elevate and transfer its participation only in the limited circumstances of a Specified Permitted Transfer (as defined in the Participation Agreement), where so permitted. In order to facilitate such Specified Permitted Transfers, the Assignment in Blank serves as advance consent by the Eligible Lender and the Eligible Borrower to any such transfer.
 - **Completion Instructions:**
 - For Bilateral Facilities, the Eligible Lender should utilize the form provided and follow the detailed Instructions and Guidance that precedes the form.
 - For facilities that contain customary syndicated loan facility provisions, including agency, assignment, voting, sharing and other multi-lender provisions (a “Syndicated Form Facility”), the Eligible Lender should follow the instructions provided under the heading “Syndicated Facility” in the detailed Instructions and Guidance that precedes the form, which will entail using an Assignment and Acceptance form under the existing Credit Agreement, rather than using the form Assignment Executed in Blank provided at the link above.
 - **Signatories:** The Assignment Executed in Blank must be signed by a duly authorized employee or officer of the Eligible Lender, the Eligible Borrower and, as applicable, the Administrative Agent. See the detailed Instructions and Guidance that precedes the form for further instructions on signatures.

- [Co-Lender Agreement under the Main Street Program Transaction Specific Terms](#)
 - **Description:** The Co-Lender Agreement under The Main Street Program Transaction Specific Terms (the “Co-Lender Agreement Transaction Specific Terms”) should be completed by the Eligible Lender for Bilateral Facilities only. The Co-Lender Agreement, which incorporates [the Co-Lender Agreement under The Main Street Program Standard Terms and Conditions](#) provides the necessary agency and operational mechanics to accommodate multiple lenders in what was previously a Bilateral Facility. Under the Co-Lender Agreement, the Eligible Lender is appointed as Administrative Agent with respect to the loan, effective upon the elevation (or elevation and transfer) of the loan by the Main Street SPV such that there will then be multiple lenders with respect to the loan. The Co-Lender Agreement is executed in blank by the Eligible Lender and Eligible Borrower. A Co-Lender Agreement will not be required for a loan that is made under a Syndicated Form Facility.
 - **Completion Instructions:** The Eligible Lender should complete the Co-Lender Agreement Transaction Specific Terms as follows:
 - Agreement Date: The Eligible Lender should leave this field blank, the Main Street SPV will insert the Agreement Date at a later date if the Main Street SPV’s participation in the loan is ever elevated or elevated and assigned.
 - Initial Lender: The Eligible Lender must complete this field with its legal name.
 - Administrative Agent: The Eligible Lender must complete this field with its legal name.
 - New Lender: The Eligible Lender should leave this field blank, the Main Street SPV will insert the legal name of the New Lender at a later date if the Main Street SPV’s participation in the loan is ever elevated or elevated and assigned.
 - Credit Agreement: The Eligible Lender must complete this field with a description of the Credit Agreement with respect to the loan (e.g., title of the agreement, date, relevant parties).
 - Borrower: The Eligible Lender must complete this field with the legal name of the Borrower for the loan.
 - Main Street Term Loans: The Eligible Lender must complete this field with the term used to reference the loan in the Credit Agreement (e.g., “Term Loans,” “Loans,” “Advances”).
 - New Lender’s Wire Instructions: The Eligible Lender should leave this field blank, the Main Street SPV will insert the New Lender’s wire instructions at a later date if the Main Street SPV’s participation in the loan is ever elevated or elevated and assigned.
 - Initial Lender’s Wire Instructions: The Eligible Lender must complete this field with its wire instructions, which should match the wire instructions provided to the Main Street SPV in the Lender Wire Instructions Direction.
 - Administrative Agent’s Wire Instructions: The Eligible Lender must complete this field with its wire instructions, to be used if the Eligible Lender is ever acting in its capacity as Administrative Agent under the Co-Lender Agreement; such instructions should match the wire instructions provided to the Main Street SPV in the Lender Wire Instructions Direction.
 - New Lender’s Address for Notices and Delivery: The Eligible Lender should leave this field blank, the Main Street SPV will insert the New Lender’s address for notices at a later date if the Main Street SPV’s participation in the loan is ever elevated or elevated and assigned.
 - Initial Lender’s Address for Notices and Delivery: The Eligible Lender must complete this field with its address for notices.
 - Administrative Agent’s Address for Notices and Delivery: The Eligible Lender must complete this field with its address for notices, to be used if the Eligible Lender is ever acting in its capacity as Administrative Agent under the Co-Lender Agreement.

- **Signatories:** For Bilateral Facilities only, the Co-Lender Agreement must be signed and delivered by a duly authorized employee or officer of the Eligible Lender, as both the Initial Lender and the Administrative Agent. The Co-Lender Agreement must also be signed and delivered by a duly authorized employee or officer of the Eligible Borrower and any other applicable Loan Party (any guarantor or grantor). The New Lender signature will be left blank until a later date. It will only be completed if the Main Street SPV's participation in the loan is ever elevated or elevated and assigned.
- **Servicing Agreement**
 - **Description:** The Servicing Agreement sets forth the 25 bps annual servicing fee due from the Main Street SPV to the Eligible Lender and the enhanced reporting services that the Eligible Lender undertakes to the Main Street SPV in consideration for such servicing fee.
 - **Completion Instructions:** The Eligible Lender should complete the Servicing Agreement as follows:
 - **Agreement Date:** Eligible Lender should leave this field blank, the Main Street SPV will insert the Agreement Date when the Main Street SPV countersigns the Servicing Agreement following a determination that the loan is consistent with Program requirements.
 - **Servicer:** Eligible Lender must complete this field with its legal name.
 - **Credit Agreement:** Eligible Lender must complete this field with a description of the Credit Agreement with respect to the loan (*e.g.*, title of the agreement, date, relevant parties).
 - **Borrower:** Eligible Lender must complete this field with the legal name of the Borrower for the loan.
 - **Purchase Amount:** Eligible Lender must complete this field with the principal amount of the loan to be participated by the Main Street SPV. Such amount should match the "Purchase Amount" set forth in the Participation Agreement Transaction Specific Terms.
 - **Co-Lender Agreement:** Eligible Lender must complete this field by (i) in the case of a Bilateral Facility, inserting the following text "The Co-Lender Agreement under the Main Street Lending Program by and among, among others, the Servicer, as initial lender and administrative agent, and the Borrower, in respect of the Credit Agreement," or (ii) in the case of a Syndicated Form Facility, inserting "N/A."
 - **Signatories:** The Servicing Agreement must be signed and delivered, on behalf of the Eligible Lender, as servicer, by a duly authorized employee or officer of the Eligible Lender.