

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**), the Main Street Expanded Loan Facility (**MSELF**), Nonprofit Organization New Loan Facility (**NONLF**) or Nonprofit Organization Expanded Loan Facility (**NOELF**), Eligible Lenders must first register by submitting the following documents to MS Facilities LLC (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 applicable lender (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, MSPLF, NONLF, and NOELF term sheets.
 - If the Main Street SPV already accepted this form from an Eligible Lender in the context of the Eligible Lender's registration for the MSNLF, MSPLF, and MSELF, the Eligible Lender is not required to re-submit or re-register in order to lend under the NONLF or NOELF.
 - **Signatories:** By statute, the Lender Registration Certifications and Covenants must be signed and delivered, on behalf of the Eligible Lender, by **both** its principal executive officer and principal financial officer (or individuals performing similar functions).
 - **Execution:** This document is electronically signed in the Main Street Lender Portal (**Portal**).
- **Lender Wire Instructions Direction**
 - **Description:** In the Lender Wire Instructions Direction, the Eligible Lender provides wire instructions for the bank account into which the Main Street 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 its principal financial officer (or an individual performing a similar function).
 - **Execution:** This document is electronically signed in the Portal.

Transaction Specific Required Documentation¹

For each transaction under the MSNLF, the MSPLF, the MSELF, the NONLF, or the NOELF, an Eligible Lender is required to submit the documents listed below 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

¹ If the Eligible Lender becomes aware that any of the information provided in any of the Transaction Specific Required Documentation (including without limitation any certifications made in the Lender Transaction Specific Certifications and Covenants) ceases to be true and correct after the submission of such documentation but prior to the effectiveness of the participation, please immediately contact the Call Center at 1-833-577-0260.

electronically to the Main Street SPV, but do not need to separately sign or submit the Participation Agreement Standard Term and Conditions.

- **Completion Instructions:** The Participation Agreement Transaction Specific Terms must be completed as follows:

- **Agreement Date:** 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. This field will be left blank at the time the Eligible Lender electronically signs.
- **Seller:** This field will be auto-populated into the Participation Agreement Transaction Specific Terms by the Portal with the Eligible Lender's legal name, as provided at the time of its registration.
- **Credit Agreement Date:** This field will be auto-populated into the Participation Agreement Transaction Specific Terms by the Portal with the Credit Agreement Date that the Eligible Lender enters into the Portal. This is the "effective date" of the Credit Agreement, which is generally the date the Credit Agreement was signed. It is not necessarily the date the loan is funded; if the "Condition of Funding" model is used, it will not be the date the loan is funded. See FAQs L.4 and L.11 of the [Main Street \(for profit\) FAQs](#) for an MSNLF, MSPLF, or MSELF loan; or FAQs L.4 and L.11 of the [Nonprofit Organization FAQs](#) for a NONLF or NOELF loan.
- **Borrower:** This field will be auto-populated into the Participation Agreement Transaction Specific Terms by the Portal with the name of the Eligible Borrower that the Eligible Lender enters into the Portal. This field must contain the legal name of the Eligible Borrower for the loan. In the case of a loan made to multiple co-borrowers, each Eligible Borrower must be listed.
- **Main Street Facility:** This field will be auto-populated into the Participation Agreement Transaction Specific Terms by the Portal based on the Eligible Lender's selection of Main Street Facility in the Portal. The appropriate box must be checked indicating if the loan was made in connection with the "Main Street New Loan Facility," "Main Street Priority Loan Facility," "Main Street Expanded Loan Facility," "Nonprofit Organization New Loan Facility," or "Nonprofit Organization Expanded Loan Facility," as applicable.
- **Purchase Amount:** This field will be auto-populated into the Participation Agreement Transaction Specific Terms by the Portal based on the principal amount of the loan to be participated by the Main Street SPV. Such amount is the Participated Percentage (95%) multiplied by the Aggregate Tranche Amount, described below.
- **Aggregate Tranche Amount:** This field will be auto-populated into the Participation Agreement Transaction Specific Terms by the Portal based on the MSPLF/MSNLF/NONLF Total Loan Amount or the MSELF/NOELF Upsized Tranche Amount as entered by the Eligible Lender into the Portal. It reflects both the portion being participated to the Main Street SPV and the portion being retained by the Eligible Lender.
- **Tranche:** This field will be auto-populated into the Participation Agreement Transaction Specific Terms by the Portal with the Tranche Description the Eligible Lender enters into the Portal. The Eligible Lender must complete this field with the term (typically a defined term) used to refer to the loan in the Credit Agreement (e.g., "Term Loans," "Loans," "Advances"). This term will often be a capitalized defined term in the Credit Agreement, but sometimes may not be (e.g., "the 'loans' referred to in the Credit Agreement" or "the 'loan' made pursuant to the Promissory Note dated the Credit Agreement Date").
- **Bilateral Facility:** This field will be auto-populated into the Participation Agreement Transaction Specific Terms by the Portal based on the Eligible Lender's indication in the Portal

of whether the loan is syndicated or not. A Bilateral Facility is one that does not contain customary syndicated loan facility provisions, including agency, assignment, voting, sharing and other multi-lender provisions.

- **Agent**: This field will be auto-populated into the Participation Agreement Transaction Specific Terms by the Portal based on the Eligible Lender's indication of the Agent's name and whether it is a Bilateral Facility. If the loan is a Bilateral Facility, this field must reflect the name of the Eligible Lender, since the Eligible Lender will serve as Administrative Agent under the Co-Lender Agreement. If the loan is not a Bilateral Facility, this must reflect the name of the Administrative Agent under the Credit Agreement.
- **Elevation Transfer Fee**: This field will be auto-populated into the Participation Agreement Transaction Specific Terms by the Portal with the Elevation Transfer Fee that the Eligible Lender enters into the Portal. The Eligible Lender must enter (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 (not to exceed \$5,000).
- **Section B, Buyer's Wire Instructions Ref**: The Main Street SPV will complete this field. This field will be left blank at the time the Eligible Lender electronically signs.
- **Section C, Seller's Address for Notices and Delivery**: This field will be auto-populated into the Participation Agreement Transaction Specific Terms by the Portal based on what the Eligible Lender enters into the Portal. This field must contain 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.
- **Execution**: This agreement is not completed by the Eligible Lender upon the initial submission of a participation request (a **Participation Request**) in the Portal, but is auto-populated by information input by the Eligible Lender into the Portal with respect to such Participation Request and is then presented to the Eligible Lender for electronic execution in the Portal at a later stage of the Participation Request submission process.
- **Example**: [Click here](#) to see an example of the fields that need to be entered into the Portal for a single borrower loan to auto-populate the Participation Agreement Transaction Specific Terms, the Servicing Agreement, and the MSNLF Lender Transaction Specific Certifications and Covenants for a hypothetical company referred to as Hypo123 Company, Inc. [Click here](#) for an example of such fields for a NONLF loan made to five co-borrowers.
- **Borrower Certifications and Covenants**
 - **Variations**: The Borrower Certifications and Covenants are provided in five different varieties:
 - the [Main Street New Loan Facility Borrower Certifications and Covenants](#),
 - the [Main Street Priority Loan Facility Borrower Certifications and Covenants](#),
 - the [Main Street Expanded Loan Facility Borrower Certifications and Covenants](#),
 - the [Nonprofit Organization New Loan Facility Borrower Certifications and Covenants](#), and
 - the [Nonprofit Organization Expanded Loan Facility Borrower Certifications and Covenants](#).
 - **Description**: The Eligible Borrower must 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, MSPLF, NONLF, or NOELF 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 Eligible Borrower, with the rest of the Transaction Specific Required Documents.

- **Completion Instructions:** The Borrower Certifications and Covenants are preceded by Instructions to provide the Eligible Borrower with guidance. For a multi-borrower loan, each co-borrower must execute a set of Borrower Certifications and Covenants, as explained in FAQ H.24 of the [Main Street Lending Program \(for profit\) FAQs](#) or [Nonprofit Organization FAQs](#), as applicable, and each set of Borrower Certifications and Covenants must be uploaded by the Eligible Lender into the Portal as part of the submission of a loan to the Main Street SPV for participation.
- **Signatories:** By statute, the Borrower Certifications and Covenants for the applicable Main Street Facility must be signed and delivered, on behalf of the Eligible Borrower, by **both** 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.
- **Execution:** This document is executed outside of the Portal and uploaded into the Portal by the Eligible Lender as part of the submission of a loan to the Main Street SPV for participation. The document should be completed and executed as provided, without any modifications or deletions. The preceding Instructions should be included when the document is uploaded to the Portal.
- **Example:** [Click here](#) to see an example of the MSNLF Borrower Certifications and Covenants for a single borrower loan to a hypothetical company referred to as Hypo123 Company, Inc. [Click here](#) for an example of the NONLF Borrower Certifications and Covenants for an NONLF loan to five co-borrowers.
- **Lender Transaction Specific Certifications and Covenants**
 - The Lender Transaction Specific Certifications and Covenants are provided in five 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](#),
 - the [Main Street Expanded Loan Facility Lender Transaction Specific Certifications and Covenants](#),
 - the [Nonprofit Organization New Loan Facility Lender Transaction Specific Certifications and Covenants](#), and
 - the [Nonprofit Organization Expanded Loan Facility Lender Transaction Specific Certifications and Covenants](#).
 - **Description:** The Eligible Lender must 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, MSELF, NONLF, or NOELF 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 \(for profit\) FAQs](#) or Appendix A of the [Nonprofit Organization FAQs](#), as applicable.
 - **Completion Instructions:** The Lender Transaction Specific Certifications and Covenants are preceded by Instructions that provide the Lender with guidance. For a multi-borrower loan, Lenders should refer to FAQ H.25 of the [Main Street Lending Program \(for profit\) FAQs](#) or [Nonprofit Organization FAQs](#), as applicable, for instructions about how to read references to “the Borrower” in the Lender Transaction-Specific Certifications and Covenants.
 - **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.
 - **Execution:** This agreement is not completed by the Eligible Lender upon the initial submission of a Participation Request in the Portal, but is auto-populated by information input by the Eligible Lender

into the Portal with respect to such Participation Request and is then presented to the Eligible Lender for electronic execution prior to the submission of a Participation Request.

- **Example:** [Click here](#) to see an example of the fields that need to be entered into the Portal for a single borrower loan to auto-populate the Participation Agreement Transaction Specific Terms, the Servicing Agreement, and the MSNLF Lender Transaction Specific Certifications and Covenants for a hypothetical company referred to as Hypo123 Company, Inc. [Click here](#) for an example of such fields for a NONLF loan made to five co-borrowers.
- **[Assignment Executed In Blank](#)**
 - **Description:** Completion instructions and a detailed description of the Assignment Executed in Blank are included in the Instructions and Guidance in [Appendix I](#) to this document. 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 (i.e., facilities that do not contain customary syndicated loan facility provisions, including agency, assignment, voting, sharing and other multi-lender provisions), the Eligible Lender must utilize the form provided by the FRB Boston (linked above) and follow the detailed Instructions and Guidance in [Appendix I](#) to this document.
 - For facilities that are not Bilateral Facilities, the Eligible Lender must follow the instructions provided under the heading “Syndicated Facility” in [Appendix I](#) to this document, 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 in [Appendix I](#) to this document for further instructions on signatures.
 - **Execution:** This document is executed outside of the Portal and uploaded into the Portal by the Eligible Lender as part of the submission of a loan to the Main Street SPV for participation. The document should be completed and executed as provided, without any modifications or deletions.
 - **Example:** [Click here](#) to see an example of the Assignment Executed-in-Blank for a single borrower loan to a hypothetical company referred to as Hypo123 Company, Inc. [Click here](#) to see an example of the Assignment Executed-in-Blank for a NONLF loan made to five co-borrowers.
- **[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](#)) must 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 is not required for a loan that contains customary syndicated loan facility provisions, including agency, assignment, voting, sharing and other multi-lender provisions.

- **Completion Instructions:** The Eligible Lender must 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, which must match the legal name of the Eligible Lender entered by the Eligible Lender into the Portal at the time of its registration.
 - 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 Date: The Eligible Lender must complete this field with the "effective date" of the Credit Agreement, which is generally the date the Credit Agreement was signed. It is not necessarily the date the loan is funded; if the "Condition of Funding" model is used, it will not be the date the loan is funded. See FAQs L.4 and L.11 of the [Main Street \(for profit\) FAQs](#) for an MSNLF, MSPLF, or MSELF loan; or FAQs L.4 and L.11 of the [Nonprofit Organization FAQs](#) for an NONLF or NOELF loan.
 - Borrower: The Eligible Lender must complete this field with the legal name of the Eligible Borrower for the loan. This must match the legal name of the Eligible Borrower entered by the Eligible Lender into the Portal. In the case of a loan made to multiple co-borrowers, each Eligible Borrower must be listed.
 - Main Street Term Loan Tranche: The Eligible Lender must complete this field with the term (typically a defined term) used to refer to the loan in the Credit Agreement (e.g., "Term Loans," "Loans," "Advances"). This term will often be a capitalized defined term in the Credit Agreement, but sometimes may not be (e.g., "the 'loans' referred to in the Credit Agreement" or "the 'loan' made pursuant to the Promissory Note dated the Credit Agreement Date").
 - 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 must 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 must 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. This information must match the notice information the Eligible Lender enters into the Portal.
 - 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, if any). In the case of a loan made to multiple co-borrowers, a duly authorized employee or officer of each Eligible Borrower must sign and complete a signature block. 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.
- **Execution:** This document is executed outside of the Portal and uploaded into the Portal by the Eligible Lender as part of the submission of a loan to the Main Street SPV for participation. The document should be completed and executed as provided, without any modifications or deletions.
 - **Example:** [Click here](#) to see an example of the Co-Lender Agreement Transaction Specific Terms for a single borrower loan to a hypothetical company referred to as Hypo123 Company, Inc. [Click here](#) to see an example of the Co-Lender Agreement Transaction Specific Terms for a NONLF loan made to five co-borrowers.
- **Servicing Agreement**
 - **Description:** The Servicing Agreement sets forth the 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 Servicing Agreement must be completed as follows:
 - **Agreement Date:** 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 for the applicable Main Street facility. This field will be left blank at the time the Eligible Lender electronically signs.
 - **Servicer:** This field will be auto-populated into the Servicing Agreement by the Portal with the Eligible Lender's legal name, as provided at the time of its registration.
 - **Credit Agreement Date:** This field will be auto-populated into the Servicing Agreement by the Portal with the Credit Agreement Date that the Eligible Lender enters into the Portal. This is the "effective date" of the Credit Agreement, which is generally the date the Credit Agreement was signed. It is not necessarily the date the loan is funded; if the "Condition of Funding" model is used, it will not be the date the loan is funded. See FAQs L.4 and L.11 of the [Main Street \(for profit\) FAQs](#) for an MSNLF, MSPLF, or MSELF loan; or FAQs L.4 and L.11 of the [Nonprofit Organization FAQs](#) for a NONLF or NOELF loan.
 - **Borrower:** This field will be auto-populated into the Servicing Agreement by the Portal with the name of the Eligible Borrower that the Eligible Lender enters into the Portal. The field must contain the legal name of the Eligible Borrower for the loan. In the case of a loan made to multiple co-borrowers, each Eligible Borrower must be listed.
 - **Purchase Amount:** This field will be auto-populated into the Servicing Agreement by the Portal based on the principal amount of the loan to be participated by the Main Street SPV. Such amount is the Participated Percentage (95%) multiplied by the Aggregate Tranche Amount, described above in the Participation Agreement Transaction Specific Terms. Such amount must match the "Purchase Amount" set forth in the Participation Agreement Transaction Specific Terms.
 - **Co-Lender Agreement:** This field will be auto-populated into the Servicing Agreement by the Portal based on the Eligible Lender's indication in the Portal of whether the loan is syndicated or not. In the case of a Bilateral Facility, this field must say "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 Eligible Borrower, in respect of the Credit Agreement." In the case of a Syndicated Facility, this field must say "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.
- **Execution:** This agreement is not completed by the Eligible Lender upon the initial submission of a Participation Request in the Portal, but is auto-populated by information input by the Eligible Lender into the Portal with respect to such Participation Request and is then presented to the Eligible Lender for electronic execution in the Portal at a later stage of the Participation Request submission process.
- **Example:** [Click here](#) to see an example of the fields that need to be entered into the Portal for a single borrower loan to auto-populate the Participation Agreement Transaction Specific Terms, the Servicing Agreement, and the MSNLF Lender Transaction Specific Certifications and Covenants for a hypothetical company referred to as Hypo123 Company, Inc. [Click here](#) for an example of such fields for a NONLF loan made to five co-borrowers.
- **[Exclusion of PPP Loan from Main Street “Outstanding Debt” Form](#):** The principal executive officer of each prospective Main Street borrower seeking to exclude all or part of a Paycheck Protection Program (PPP) loan from its calculation of “existing outstanding and undrawn available debt” for purposes of determining its maximum allowable loan amount under Main Street in connection with FAQ G.16 of the [Main Street \(for profit\) FAQs](#) or the [Nonprofit Organization FAQs](#) should complete this form if (i) such borrower has not yet submitted a PPP loan forgiveness application (SBA Form 3508, Form 3508EZ, or Form 3508S, as applicable), to its PPP lender; and (ii) the borrower, together with its affiliates (as defined for purposes of the PPP), received PPP loans with an original principal amount of less than \$2 million. This form should be submitted to the prospective borrower’s Main Street lender during the underwriting process.

Archived Version: Not for New Use

Appendix I: Instructions and Guidance for Completing the Form of Assignment and Assumption under the Main Street Lending Program

BILATERAL FACILITIES AND SYNDICATED FACILITIES:

- **Bilateral Facility.** The [Form of Assignment and Assumption for the Main Street Lending Program](#) is to be used in connection with the closing of a Participation Agreement for an eligible loan between an Eligible Lender and an Eligible Borrower (an **Eligible Loan**) to the extent that such credit agreement does not contain customary syndicated loan facility provisions, including agency, assignment, voting, sharing, and other multi-lender provisions (a **Bilateral Facility**). A separate Co-Lender Agreement will also be executed in blank at the closing of a Participation Agreement in respect of a Bilateral Facility. Pursuant to such Co-Lender Agreement, the Eligible Lender is appointed as Administrative Agent with respect to the Eligible Loan, effective upon the elevation (or elevation and transfer) of the Eligible Loan such that there will be multiple lenders.
- **Syndicated Facility.** For any Participation Agreement for an Eligible Loan that is not a Bilateral Facility (a **Syndicated Facility**), an Assignment and Assumption would still need to be executed in blank and delivered to the SPV, but the form would be the form of the assignment and assumption agreement specified in the applicable credit agreement, modified only to match the substance of items #6, #7, #8, #9, and #10 of the [Form of Assignment and Assumption for the Main Street Lending Program](#) and otherwise where required to accommodate the execution in blank by Eligible Lender and the consent or acknowledgement of each other entity the consent and/or acknowledgment of and/or notice to (if any) is required by the Credit Documents (as defined in the Participation Agreement) to elevate SPV's participation or to elevate and transfer SPV's participation (other than any signature of the administrative agent indicating it has recorded such Assignment and Assumption in the register for the Eligible Loan). Notwithstanding the foregoing, for a Syndicated Facility under which multiple lenders (including the Eligible Lender) hold loans as of the Agreement Date that is participated pursuant to the Main Street Expanded Loan Facility or Nonprofit Organization Expanded Loan Facility, the Assignment and Assumption will not be required to be executed by the administrative agent on the Participation Date (as defined below) and such signature shall be obtained at a later date when such consent is needed in connection with the elevation (or elevation and transfer) of the Eligible Loan.

COMPLETION INSTRUCTIONS:²

1. Item #1 (Assignor) would be completed by the Eligible Lender on the date the Eligible Loan is submitted by the Eligible Lender to the Portal (the **Participation Date**) and would identify the Eligible Lender. This must match the legal name of the Eligible Lender entered by the Eligible Lender into the Portal at the time of its registration.
2. Item #2 (Assignee) would be left blank. It would be completed at a later date by the SPV in connection with a Specified Permitted Transfer to identify the transferee of the Eligible Loan (or a portion thereof).
3. Item #3 (Borrower) would be completed by the Eligible Lender on the Participation Date and would identify the Eligible Borrower. This must match the legal name of the Eligible Borrower entered by the Eligible Lender into the Portal. In the case of a loan made to multiple co-borrowers, each Eligible Borrower must be listed.
4. Item #4 (Administrative Agent) is already pre-populated.
5. Item #5 (Credit Agreement, Credit Agreement Date, Co-Lender Agreement, and Main Street Term Loan Tranche) contains fields that are either pre-populated or would be completed by the Eligible Lender on the Participation Date. The Credit Agreement Date is the “effective date” of the Credit Agreement, which is generally the date the Credit Agreement was signed. It is not necessarily the date the loan is funded; if the “Condition of Funding” model is used, it will not be the date the loan is funded. See FAQs L.4 and L.11 of the [Main Street \(for profit\) FAQs](#) for an MSNLF, MSPLF, or MSELF loan; or FAQs L.4 and L.11 of the [Nonprofit Organization FAQs](#) for an NONLF or NOELF loan.
6. Item #6 (Participation Date) would be completed by the Eligible Lender with the date the Eligible Loan is submitted by the Eligible Lender to the Portal.
7. Item #7 (Participated Interest as of the Participation Date) would be completed by the Eligible Lender on the Participation Date. Item #7 would identify (i) the aggregate outstanding principal amount of the Main Street Term Loan Tranche³ on the Participation Date, and (ii) the amount of the Main Street Term Loan Tranche being participated to the Main Street SPV. The aggregate outstanding principal amount of the Main Street Term Loan Tranche must match the MSNLF/MSPLF/NONLF Loan Amount or MSELF/NOELF Upsized Tranche Amount, as appropriate, as entered by the Eligible Lender into the Portal. The amount of the Main Street Term Loan Tranche that is being participated to the Main Street SPV must be 95% multiplied by the MSNLF/MSPLF/NONLF Loan Amount or MSELF/NOELF Upsized Tranche Amount, as appropriate, as entered by the Eligible Lender into the Portal.
8. Item #8 (Assigned Interest as of the Effective Date) would be left blank on the Participation Date. It would be completed at a later date by SPV in connection with a Specified Permitted Transfer. While the amounts in Item #7 above list loan amounts with respect to the Main Street Term Loan Tranche and participation as of the Participation Date, such outstanding amounts could change over time as the Eligible Borrower prepays or repays principal or as certain interest payments are capitalized and added to the principal amount of the Eligible Loan, among other reasons (such increases or decreases to the principal amount of the Eligible Loan, the **Principal Amount Adjustments**). The amounts completed by the SPV at a later date

² [Click here](#) to see an example of the Assignment Executed-in-Blank for a hypothetical company referred to as Hypo123 Company, Inc. [Click here](#) to see an example of the Assignment Executed-in-Blank for an NONLF loan made to five co-borrowers.

³ For the avoidance of doubt, for Eligible Loans made in connection with the Main Street Expanded Loan Facility or Nonprofit Organization Expanded Loan Facility, the Main Street Term Loan Tranche refers only to the “upsized tranche” of the loan.

in this Item #8 will reflect any such Principal Amount Adjustments. The SPV can fill in the provisions in Item #8 with less than the total amount (after giving effect to the Principal Amount Adjustments) that is included in Item #7 (i.e., the SPV can elevate or elevate and transfer less than its full share of such loans), but the SPV may not fill in the provisions in Item #8 with more than the total amount (after giving effect to the Principal Amount Adjustments) that is included in Item #7 (i.e., the SPV may not transfer the portion of the Eligible Loan required to be retained by the Eligible Lender).

9. Item #9 (Effective Date) would be left blank on the Participation Date. It would be completed at a later date by the Administrative Agent in connection with a Specified Permitted Transfer, indicating that the Administrative Agent had recorded the Assignment and Assumption in the Register for the Eligible Loan.

10. Item #10 does not include any items to be completed.

11. Signatures:

- a. The Eligible Lender would sign in its capacity as Assignor as of the Participation Date, indicating its pre-consent to the assignment.
- b. The line for the assignee signature would remain blank and unsigned until completed and signed at a later date in connection with a Specified Permitted Transfer.
- c. The consent by the Administrative Agent would be signed by the Eligible Lender in its capacity as Administrative Agent as of the Participation Date, indicating its pre-consent to the assignment.
- d. The consent by the Borrower would be signed by the Eligible Borrower as of the Participation Date, indicating its pre-consent to the assignment. In the case of a loan made to multiple co-borrowers, a duly authorized employee or officer of each Eligible Borrower must sign and complete a signature block.
- e. The acceptance and recordation by the Administrative Agent would remain blank as of the Participation Date and would be signed at a later date in connection with a Specified Permitted Transfer. Such signature indicates that the Administrative Agent has recorded the Assignment and Assumption in the Register for the Eligible Loan.
- f. All of the required signature pages can be executed in counterparts; i.e., each party can sign a separate signature page and all of such pages taken together constitute an entire agreement.