

**NONPROFIT ORGANIZATION EXPANDED LOAN FACILITY
LENDER TRANSACTION SPECIFIC CERTIFICATIONS AND COVENANTS
INSTRUCTIONS AND GUIDANCE**

Reference is made to the Nonprofit Organization Expanded Loan Facility (the “Facility”), which has been authorized under section 13(3) of the Federal Reserve Act (the “FRA”). Under the Facility, the Federal Reserve Bank of Boston (the “Reserve Bank”), acting under the direction of the Board of Governors of the Federal Reserve System (the “Board” and, together with the twelve Federal Reserve Banks, the “Federal Reserve”), has committed to lend to a special purpose vehicle, MS Facilities LLC, a Delaware limited liability company (the “SPV”), on a recourse basis. The SPV will purchase 95 percent participations in the upsized tranches of certain eligible loan facilities made by eligible lenders to eligible borrowers. Eligible lenders will retain 5 percent of each upsized tranche. The Secretary of the Treasury (“Secretary”) has committed funds appropriated to the Exchange Stabilization Fund under section 4027 of the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) to the SPV in connection with the Facility, the Nonprofit Organization New Loan Facility, the Main Street Expanded Loan Facility, the Main Street New Loan Facility, and the Main Street Priority Loan Facility (each, a “Main Street Facility”).

Reference is further made to the Borrower Certifications and Covenants for the Nonprofit Organization Expanded Loan Facility, to be delivered by the Borrower concurrently with the Lender Transaction Specific Certifications and Covenants, in respect of which the Lender is a named beneficiary (the “Borrower Certifications and Covenants”). In the case of a multi-borrower loan, except where otherwise noted, references to the “Borrower Certifications and Covenants” throughout this document should be read to include the Borrower Certifications and Covenants delivered to the Lender by each co-borrower named as the “Borrower” in the Lender Certifications and Covenants.

INSTRUCTIONS: To participate in the Nonprofit Organization Expanded Loan Facility, the lender (the “Lender”) must provide the following certifications and covenants (the “Lender Certifications and Covenants”) in a writing executed by an authorized officer or representative of the Lender, on behalf of the Lender, in connection with the proposed sale by the Lender, as seller, to the SPV, as buyer, of a participation interest in an upsized tranche (“Upsized Tranche”) of a loan facility (the other tranches of such loan facility to which the Upsized Tranche was added, the “Underlying Credit Facility”) extended (or contemporaneously with these Lender Certifications and Covenants to be extended) by the Lender to an eligible borrower(s) (the “Borrower”) and proposed to be included in the Facility. In the case of a multi-borrower loan, except where otherwise noted, references to the “Borrower” throughout this document will be understood to mean “collectively, the co-borrowers named as the ‘Borrower’ in the Lender Certifications and Covenants.”¹ For purposes of these certifications and covenants, the Federal Reserve’s current [Frequently Asked Questions](#) on the Main Street Facilities for Nonprofit Organizations (“FAQs”), as posted on the website of the Board or the Reserve Bank as of the date hereof, are incorporated by reference. The Lender may rely on the clarifications and interpretations provided in the FAQs, to the extent applicable.

1. Borrower Certifications and Covenants.

- 1.A. Nonprofit Status and Due Inquiry with Respect to Formation.** The Lender must certify that (i) based solely on the documentation provided to the Lender by the Borrower, each Borrower is a Nonprofit Organization, and (ii) following Due Inquiry with Respect to Formation, the Lender has no knowledge or

¹ See the FAQs, including FAQ H.25, for more information regarding the application of these Lender Certifications and Covenants in the case of a multi-borrower loan.

reason to believe that the certification made in the Borrower Certifications and Covenants that each Borrower has been in continuous operation since January 1, 2015, is incorrect or untrue in any material respect.

- For purposes of the Lender Certifications and Covenants:
 - “Due Inquiry with Respect to Formation” means that the Lender has received documentation from each Borrower evidencing that Borrower’s (and, if applicable, its predecessor’s) legal formation certified by the appropriate governmental authority, and took those steps to verify such formation as are required under the Lender’s ordinary underwriting policies and procedures.
 - “Nonprofit Organization” means a nonprofit organization that is exempt from Federal income taxation and that is either described in Section 501(c)(3) of the Internal Revenue Code or in Section 501(c)(19) of the Internal Revenue Code; or any other form of organization that has been publicly designated by the Federal Reserve as a “Nonprofit Organization.”²
 - “Continuous operation” means the uninterrupted conduct of affairs in furtherance of each Borrower’s tax-exempt purpose since the date of its (or, if applicable, its predecessor’s) formation, incorporation, or organization under the laws of the United States, one of the several states of the United States, the District of Columbia, any of the territories and possessions of the United States, or an Indian tribal government.

1.B. Delivery of Borrower Certifications and Covenants. The Lender must certify that each Borrower has delivered to the Lender its own Borrower Certifications and Covenants, signed by the persons identified as the signatories thereof. In making such certification, the Lender assumes no responsibility for verifying the accuracy of such Borrower Certifications, and may rely entirely on the Borrower’s certifications, except as specifically set out in Sections 1.A and 3.B of the Lender Certifications and Covenants, as applicable. The Lender is not expected to monitor the Borrower’s ongoing compliance with covenants set out in the Borrower Certifications and Covenants, but is expected to promptly notify the SPV and the Reserve Bank if the Lender becomes aware of a Borrower’s material breach of such covenants as a result of the Borrower self-reporting.

2. Upsized Tranche Certifications and Covenants.

2.A. Date of Origination. The Lender must certify that the Underlying Credit Facility was originated on or before June 15, 2020 and the Upsized Tranche was originated after June 15, 2020. Such date of origination of the Upsized Tranche refers to the date of incurrence of the Upsized Tranche and not to (i) the date of the participation thereof to the SPV or (ii) the date of origination of the Underlying Credit Facility or any other tranche thereunder.

2.B. Term Loan, Maturity Date, and Underlying Credit Facility Maturity Date. The Lender must certify that the Upsized Tranche is a term loan with a maturity of five years. Such five year maturity date shall be counted from the date of origination of the Upsized Tranche. Any amounts repaid or prepaid under the Upsized Tranche may not be reborrowed. The Lender must also certify that each tranche under the Underlying Credit Facility has a remaining maturity of at least 18 months from the date of origination of the Upsized Tranche (taking into account any adjustments made to the maturity of such other tranches after June 15, 2020, including at the time of upsizing).

² Any such designations will be published in FAQs posted to the website of the Board or the Reserve Bank.

- 2.C. Deferral of Principal and Interest Payments.** The Lender must certify that (i) the principal payments under the Upsized Tranche are deferred for two years; (ii) the interest payments under the Upsized Tranche are deferred for one year; and (iii) unpaid interest will be capitalized. Such deferral periods shall commence on the date the Upsized Tranche is added to the Credit Agreement for the Underlying Credit Facility, whether or not such Upsized Tranche has yet been funded.³ Such principal and interest deferral requirement refers to a deferral of regularly scheduled cash principal payments and interest payments (*i.e.*, no amortization payments and no regularly scheduled cash interest payments will be required to be made during such period). Optional prepayments without penalty initiated by the Borrower of the principal amount of the Upsized Tranche are permissible at any time, including during the deferral period.
- 2.D. Interest Rate.** The Lender must certify that the Upsized Tranche has an interest rate of the adjustable rate of LIBOR (1 or 3 month) plus 300 basis points. LIBOR floors are not permitted. This requirement shall not be read to prohibit additional default interest from accruing after the occurrence and during the continuance of an event of default. Interest rate or applicable margin levels that fluctuate based on Borrower performance metrics or any other metrics shall not be permitted. Customary fallback language for LIBOR unavailability, LIBOR illegality, and determination by the Lender that LIBOR does not adequately reflect its cost of funding is permitted.
- 2.E. Principal Amortization.** The Lender must certify that the principal amortization under the Upsized Tranche is 15 percent at the end of the third year, 15 percent at the end of the fourth year, and a balloon payment of 70 percent at maturity at the end of the fifth year. Such amortization payments shall be made on the applicable anniversary of the date of origination of the Upsized Tranche and be based upon the outstanding principal amount of the Upsized Tranche as of the date of origination of the Upsized Tranche plus all capitalized interest. Any optional or mandatory prepayments of principal (other than amortization payments) may be applied against future amortization payments.
- 2.F. Minimum Principal Amount.** The Lender must certify that the principal amount of the Upsized Tranche at the time of origination of the Upsized Tranche is at least \$10 million.
- 2.G. Maximum Principal Amount.** The Lender must certify that the principal amount of the Upsized Tranche does not exceed the lesser of (i) \$300 million, or (ii) the Borrower's average 2019 quarterly revenue, at the time of origination. If the Borrower has notified the Lender that it or any of its affiliates has previously received, or has an application pending to receive, funding through the Facility, the amount of such funding shall be subtracted from such calculated maximum to determine the maximum principal amount of the Upsized Tranche. The Lender may include permissible fees⁴ in the principal amount of the Upsized Tranche, provided that the total Upsized Tranche amount, including such fees, may not exceed the maximum principal amount permitted for the Borrower.
- 2.H. Financial Eligibility Requirements for Borrower.** The Lender must certify that, based solely on the financial records provided to the Lender by each Borrower and the calculations of the Financial Eligibility Requirements (as defined in the Instructions to the Borrower Certifications and Covenants)⁵ certified to the Lender by each Borrower, each Borrower meets the Financial Eligibility Requirements. The

³ FAQ L.11 provides further information regarding how to assign payment dates in the case of Upsized Tranches using the "Condition of Funding" model set out in FAQ L.4.

⁴ Consult the FAQs, including FAQs G.7, G.12, and G.18, for information about permissible fees.

⁵ In addition to the Instructions to the Borrower Certifications and Covenants, consult the FAQs, including FAQs G.2 and G.16, to determine how to calculate existing outstanding and undrawn available debt.

methodologies that the Lender required each Borrower to use when calculating adjusted 2019 earnings before interest, depreciation, and amortization (“EBIDA”) and the proxy for endowment income must be the methodologies it has previously used when extending credit to that Borrower or similarly situated borrowers on or before June 15, 2020. In certifying compliance with this requirement, the Lender shall be permitted to rely on financial records delivered by each Borrower to the Lender and the calculation of the Financial Eligibility Requirements certified to the Lender by each Borrower.

- 2.I. *Maximum Loan Size for Borrower’s Affiliated Group.*** If (and only if) the Borrower notifies the Lender that any of the Borrower’s affiliates has previously received, or has applied to receive, funding from the Facility, the Lender must certify that, based solely on the financial records provided to the Lender by the Borrower and the calculation of the Borrower’s and all of the Borrower’s affiliates’ average 2019 quarterly revenue certified to the Lender by the Borrower, the Upsized Tranche is an amount that, when added to the amount of any funding received by the Borrower’s affiliates from the Facility, does not exceed the lesser of (i) \$300 million, or (ii) the Borrower’s and all of the Borrower’s affiliates’ average 2019 quarterly revenue. Compliance with the limits on the Upsized Tranche amount under this certification is determined as of the date hereof; later expected increases in the principal amount of the Upsized Tranche (e.g., for capitalized interest) shall not be taken into account by the Lender in making such certification. In certifying compliance with this requirement, the Lender shall be permitted to rely on (i) financial records delivered by the Borrower to the Lender regarding the Borrower and its affiliates; (ii) the calculation of the Borrower’s and the Borrower’s affiliates’ average 2019 quarterly revenue certified to the Lender by the Borrower; and (iii) the Borrower’s identification of its affiliates.
- 2.J. *Average 2019 Quarterly Revenue Requirement for Holding Company.*** If (and only if) the Borrower is a Nonprofit Organization, all or substantially all of the assets of which comprise equity interests in other entities (as certified by the Borrower), the Lender must certify that (i) based solely on the financial records provided to the Lender by the Borrower and the calculation of the Selected Subsidiaries’ aggregate average 2019 quarterly revenue certified to the Lender by the Borrower, the Upsized Tranche is in an amount that does not exceed such Selected Subsidiaries’ aggregate average 2019 quarterly revenue; (ii) each Selected Subsidiary has guaranteed the Upsized Tranche on a joint and several basis; and (iii) if the Upsized Tranche is secured, then the Selected Subsidiaries’ guarantees are also secured. In certifying compliance with this requirement, the Lender shall be permitted to rely on (a) financial records delivered by the Borrower to the Lender regarding the Selected Subsidiaries; (b) the calculation of the Selected Subsidiaries’ aggregate average 2019 quarterly revenue certified to the Lender by the Borrower; and (c) the Borrower’s identification of its Selected Subsidiaries. The Lender shall be permitted to rely on consolidated financial records, and a consolidated calculation of aggregate average 2019 quarterly revenue, to the extent that all of the Borrower’s subsidiaries are Selected Subsidiaries.
- For purposes of the Lender Certifications and Covenants, “Selected Subsidiaries” means one or more operating subsidiaries selected by the Borrower to provide a guarantee for the Upsized Tranche on a joint and several basis, provided that (i) a Borrower is only required to designate Selected Subsidiaries if it is a Nonprofit Organization, all or substantially all of the assets of which comprise equity interests in other entities; (ii) each Selected Subsidiary must itself be eligible to borrow under the Facility’s eligibility criteria; and (iii) the aggregate average 2019 quarterly revenue of the Selected Subsidiaries must be used to calculate the Borrower’s maximum loan size under the Facility (in addition to the other tests, as applicable).
- 2.K. *Upsized Tranche Not Subordinated.*** The Lender must certify that the Upsized Tranche is not at the time of origination, and commit that it will not become through the action, consent, or facilitation of the

Lender, contractually subordinated in terms of priority to any of the Borrower's other Loans or Debt Instruments, including to any other tranche under the Underlying Credit Facility. For purposes of this certification, the Lender is certifying that it has not signed and will not sign a subordination agreement, an intercreditor agreement, or other similar agreement with another creditor with respect to the Upsized Tranche that subordinates the obligations that the Borrower (or the Selected Subsidiaries, if applicable) owes to the Lender to the obligations that the Borrower (or the Selected Subsidiaries, if applicable) owes to another creditor. For the avoidance of doubt, prohibitions on contractual subordination do not prevent the incurrence of obligations that have mandatory priority under the bankruptcy code or other insolvency laws that apply to entities generally.

- For purposes of the Lender Certifications and Covenants, "Loans or Debt Instruments" means debt for borrowed money and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments, and all guarantees of the foregoing.

2.L. *Prepayments Permitted.* The Lender must certify that prepayments of principal on the Upsized Tranche are permitted without penalty. The payment of accrued interest on such prepaid amounts and interest rate breakage costs (if any) on such prepaid amounts shall be permitted.

2.M. *Material Breach of Certain Borrower Certifications and Covenants.* The Lender must certify that the documentation for the Upsized Tranche contains a provision triggering a mandatory prepayment upon the Lender's receipt of notice from the Board or its designee that the Borrower (i) has made a material misstatement with respect to Section 2 (CARES Act Borrower Eligibility Certifications and Covenants) or Section 3 (FRA and Regulation A Borrower Eligibility Certifications) of the Borrower Certifications and Covenants; or (ii) that covenants made by the Borrower under Section 2 (CARES Act Borrower Eligibility Certifications and Covenants) of the Borrower Certifications and Covenants have been materially breached. A model provision that the Lender may elect to use in connection with this requirement has been provided for reference in Appendix B to the FAQs. With respect to an Underlying Credit Facility that has more than one lender, (i) such mandatory prepayment trigger must be included if the percentage (or number) of lenders required to consent to such a mandatory prepayment trigger under the existing agreements (typically a simple majority) consents to any other changes to the loan documents in the process of originating the Upsized Tranche or the Lender selling the participation to the SPV; and (ii) if 100 percent of the lenders agree to any other changes to the loan documents in the process of originating the Upsized Tranche or the Lender selling the participation to the SPV, then such a mandatory prepayment trigger must be inserted into the loan documents and treated as a "sacred right," the amendment, waiver, or modification of which would require 100 percent lender consent.

2.N. *Cross Acceleration Provisions.* The Lender must certify that the documentation for the Upsized Tranche contains a provision triggering an event of default and permitting acceleration if the Borrower has defaulted on other loans made by the Lender or any of its controlled affiliates (including affiliates that control the Lender or are under common control with it) to the Borrower, and the Lender or its controlled affiliate has accelerated the obligations in respect of such loans. A model provision that the Lender may elect to use in connection with this requirement has been provided for reference in Appendix B to the FAQs. With respect to an Underlying Credit Facility that has more than one lender, any cross-default or cross-acceleration provision that was negotiated in good faith prior to June 15, 2020, as part of the Underlying Credit Facility is sufficient to satisfy this requirement.

2.O. *Lien Covenant; Negative Pledge Covenant.* The Lender must certify that the documentation for the Upsized Tranche contains a lien covenant or negative pledge covenant applicable to the Borrower (and the Selected Subsidiaries, if any) that is of the type and contains exceptions, limitations, carve-outs,

baskets, materiality thresholds, and qualifiers that are consistent with those used by the Lender in its ordinary course lending to similarly situated borrowers. A model covenant that the Lender may elect to use in connection with this requirement has been provided for reference in Appendix B to the FAQs. With respect to an Underlying Credit Facility that has more than one lender, any lien covenant or negative pledge covenant that was negotiated in good faith prior to June 15, 2020, as part of the Underlying Credit Facility is sufficient to satisfy this requirement.

2.P. Financial Reporting Covenant. The Lender must certify that the documentation for the Upsized Tranche contains a financial reporting covenant requiring the Borrower to deliver the required Borrower financial information, calculations, and other information quarterly and annually as listed in Appendix C to the FAQs. A model covenant that the Lender may elect to use in connection with this requirement has been provided for reference in Appendix B to the FAQs. With respect to an Underlying Credit Facility that has more than one lender, any financial reporting covenant that was negotiated in good faith prior to June 15, 2020, as part of the Underlying Credit Facility is sufficient to satisfy this requirement.

3. Lien Certifications and Covenants.

3.A. Pari Passu Security. The Lender must certify and commit that any collateral securing the Underlying Credit Facility (i) at the time of origination of the Upsized Tranche, secures the Upsized Tranche and the Underlying Credit Facility on a *pari passu* basis and (ii) will continue to secure the Upsized Tranche and the Underlying Credit Facility on a *pari passu* basis until (a) the Upsized Tranche matures or (b) neither the SPV nor a Governmental Assignee holds an interest in the Upsized Tranche in any capacity. The Lender and the Borrower may add new collateral at the time of upsizing to secure the Underlying Credit Facility and the Upsized Tranche on a *pari passu* basis. If the Underlying Credit Facility includes both term loan tranche(s) and revolver tranche(s), then the Upsized Tranche must share collateral on a *pari passu* basis only with the term loan tranche(s). For the avoidance of doubt, if any of the other term loan tranche(s) of the Underlying Credit Facility constitute Mortgage Debt, the Upsized Tranche must also be secured by all of the collateral securing such Mortgage Debt on a *pari passu* basis. If the Underlying Credit Facility, or the term loan tranche(s) of the Underlying Credit Facility, mature before the Upsized Tranche, the Upsized Tranche shall retain a sole lien on all previously Shared Collateral.

- For purposes of the Lender Certifications and Covenants:
 - “Governmental Assignee” means any of the following entities, if the SPV’s interest in the Upsized Tranche is transferred or assigned to such entity: any Federal Reserve Bank, any vehicle authorized to be established by the Board or any Federal Reserve Bank, any entity created by an act of the United States Congress, or any vehicle established or acquired by the Department of the Treasury or any other department or agency of the Federal government of the United States.
 - “Mortgage Debt” means (i) debt secured only by real property at the time of the Upsized Tranche’s origination; and (ii) limited recourse equipment financings (including equipment capital or finance leasing and purchase money equipment loans) secured only by the acquired equipment.

3.B. Unsecured Upsized Tranches – Senior or Pari Passu. The Lender must certify that, if the Upsized Tranche is unsecured, then, following Due Inquiry with Respect to Liens and otherwise solely in reliance on the Borrower Certifications and Covenants delivered by the Borrower to the Lender, the Lender has no knowledge or reason to believe that the Borrower’s other Loans or Debt Instruments (other than Mortgage Debt) are secured at the time of origination of the Upsized Tranche. For purposes of this

certification, “Borrower’s other Loans or Debt Instruments” shall be read to include the Loans or Debt Instruments of the Selected Subsidiaries, if any, on an aggregate basis.

- For purposes of the Lender Certifications and Covenants, “Due Inquiry with Respect to Liens” means that the Lender has completed the lien searches and other customary diligence with respect to the assets of the Borrower (and Selected Subsidiaries, if any) that are consistent with the lien searches and other customary diligence used by the Lender in its ordinary course lending to similarly situated borrowers.

4. Loan Participation Certifications and Covenants.

- 4.A. **Percentage of Participation.** The Lender must certify that the participation sold to the SPV will be a participation of 95 percent of the principal amount of the Upsized Tranche. The SPV and the Lender would share in any losses on the Upsized Tranche on a *pari passu* basis.
- 4.B. **Retention of Portion of Loan.** The Lender must certify that it will retain its 5 percent direct ownership share of the Upsized Tranche until the date (i) the Upsized Tranche matures or (ii) neither the SPV nor a Governmental Assignee holds an interest in the Upsized Tranche in any capacity, whichever comes first. The Lender shall not sell or transfer its 5 percent direct ownership share of the Upsized Tranche, including to a subsidiary or an affiliate of the Lender, except as permitted above.
- 4.C. **Retention of Other Lender Positions.** The Lender must certify that on the date of origination for the Upsized Tranche, the Lender held interests in the Underlying Credit Facility (the “Other Lender Positions”) and the Lender must commit that it will retain its Other Lender Positions in the Underlying Credit Facility until the date (i) such Other Lender Positions in the Underlying Credit Facility mature, (ii) the Upsized Tranche matures, or (iii) neither the SPV nor a Governmental Assignee holds an interest in the Upsized Tranche in any capacity, whichever comes first.⁶

5. Additional Lender Certifications and Covenants.

- 5.A. **Loan Classification.** The Lender must certify that (i) if the Underlying Credit Facility was originated on or before December 31, 2019, and held by the Lender on that date, the Underlying Credit Facility had an internal risk rating equivalent to a “pass” in the Federal Financial Institutions Examination Council’s (“FFIEC”) supervisory rating system as of December 31, 2019; and (ii) if the Underlying Credit Facility was originated or purchased by the Lender after December 31, 2019, it had an internal risk rating equivalent to a “pass” in the FFIEC’s supervisory rating system at the time of its origination or purchase, respectively.
- 5.B. **Prohibition on Lender Requests for Early Repayment of Other Debt to the Lender.** The Lender must commit that it will not request that the Borrower repay any principal amount of debt extended by the Lender to the Borrower, or pay interest on such outstanding debt, unless the principal or interest payment is mandatory and due or in the case of default and acceleration, until (i) the Upsized Tranche is repaid in full or (ii) neither the SPV nor a Governmental Assignee holds an interest in the Upsized Tranche in any capacity. This requirement prohibits the Lender from requesting optional prepayments of principal and advance payments of interest by the Borrower in respect of other debt for borrowed money (including the Underlying Credit Facility) owed by the Borrower to the Lender.

⁶ See the FAQs, including FAQ D.12, for further information regarding the application of this certification to market-making positions in the Underlying Credit Facility.

- Mandatory and Due. With respect to debt that predates the Upsized Tranche, principal and interest payments are “mandatory and due” on the future date upon which they were scheduled to be paid as of the date of origination of the Upsized Tranche, or upon the occurrence of an event that automatically triggers mandatory prepayments under a contract for indebtedness that the Borrower executed prior to the date of origination of the Upsized Tranche, except that any such prepayments triggered by the incurrence of new debt can only be paid if such prepayments are *de minimis*. For the avoidance of doubt, the Borrower may continue to pay, and the Lender may request that the Borrower pay, interest or principal payments on outstanding debt on (or after) the payment due date, provided that the payment due date was scheduled prior to the date of origination of the Upsized Tranche. The Borrower may not pay, and the Lender may not request that the Borrower pay, interest or principal payments on such debt ahead of schedule during the life of the Upsized Tranche, unless required by a mandatory prepayment clause as specifically permitted above. For future debt extended by the Lender to the Borrower in compliance with the term and conditions of the Upsized Tranche, principal and interest payments are “mandatory and due” on their scheduled dates, or upon the occurrence of an event that automatically triggers mandatory prepayments.
- Safe Harbor. This requirement will not prevent the Lender from exercising customary rights and remedies, including acceleration, upon an event of default under other debt. In addition, this would not prevent the Lender from accepting repayments on a line of credit from the Borrower in accordance with the Borrower’s normal course of business usage for such line of credit.

5.C. Prohibition on Early Cancellation or Reduction of Other Existing Credit Lines. The Lender must commit that the Lender will not cancel or reduce any existing committed lines of credit to the Borrower, except in an event of default, until (i) the Upsized Tranche is repaid in full or (ii) neither the SPV nor a Governmental Assignee holds an interest in the Upsized Tranche in any capacity.

- Safe Harbor. The safe harbor to the Prohibition on Lender Requests for Early Repayment of Other Debt to the Lender is also a safe harbor to the Prohibition on Early Cancellation or Reduction of Other Existing Credit Lines.

FORM CERTIFICATIONS AND COVENANTS: The form certifications and covenants are provided on the next page.

**NONPROFIT ORGANIZATION EXPANDED LOAN FACILITY
FORM OF LENDER TRANSACTION SPECIFIC CERTIFICATIONS AND COVENANTS**

Reference is made to the Nonprofit Organization Expanded Loan Facility (the “Facility”), which has been authorized under section 13(3) of the Federal Reserve Act (the “FRA”). Under the Facility, the Federal Reserve Bank of Boston (the “Reserve Bank”), acting under the direction of the Board of Governors of the Federal Reserve System (the “Board” and, together with the twelve Federal Reserve Banks, the “Federal Reserve”), has committed to lend to a special purpose vehicle, MS Facilities LLC, a Delaware limited liability company (the “SPV”), on a recourse basis. The SPV will purchase 95 percent participations in the upsized tranches of certain eligible loan facilities made by eligible lenders to eligible borrowers. Eligible lenders will retain 5 percent of each upsized tranche. The Secretary of the Treasury (“Secretary”) has committed funds appropriated to the Exchange Stabilization Fund under section 4027 of the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) to the SPV in connection with the Facility, the Nonprofit Organization New Loan Facility, the Main Street Expanded Loan Facility, the Main Street New Loan Facility, and the Main Street Priority Loan Facility (each, a “Main Street Facility”).

Reference is also made to the Borrower Certifications and Covenants for the Nonprofit Organization Expanded Loan Facility, to be delivered by the Borrower with the Lender Transaction Specific Certifications and Covenants, in respect of which the Lender is a named beneficiary (the “Borrower Certifications and Covenants”). In the case of a multi-borrower loan, except where otherwise noted, references to the “Borrower Certifications and Covenants” throughout this document should be read to include the Borrower Certifications and Covenants delivered to the Lender by each co-borrower named below as the “Borrower”.

Reference is further made to the Nonprofit Organization Expanded Loan Facility Lender Certifications and Covenants Instructions and Guidance (the “Instructions”) immediately preceding these Nonprofit Organization Expanded Loan Facility Lender Certifications and Covenants.

I, the authorized officer of the lender named below (the “Lender”), in such capacity, make these certifications and covenants (these “Lender Certifications and Covenants”) to the SPV, the Reserve Bank, the Board, and the Secretary (each, a “Beneficiary” and, collectively, the “Beneficiaries”) in connection with the proposed sale by the Lender, as seller, to the SPV, as buyer, of a participation interest in an upsized tranche (“Upsized Tranche”) of a loan facility (the other tranches of such loan facility to which the Upsized Tranche was added, the “Underlying Credit Facility”) extended (or contemporaneously with these Lender Certifications and Covenants to be extended) by the Lender to the borrower(s) named below, as borrower (the “Borrower”), and proposed to be included in the Facility. In the case of a multi-borrower loan, except where otherwise noted, references to the “Borrower” throughout the document will be understood to mean “collectively, the co-borrowers named as the ‘Borrower’ below”.

I hereby confirm that I have the full power and authority to make the following certifications and covenants on behalf of the Lender and that the Lender has the full power and authority to enter into, deliver, and perform the following covenants, agreements, and undertakings and that such covenants, agreements, and undertakings (i) have been duly and validly authorized, executed, and delivered by the Lender and (ii) are the legal, valid, and binding obligations of the Lender, enforceable against the Lender in accordance with their respective terms, except that such enforceability against the Lender may be limited by bankruptcy, insolvency, or other similar laws of general applicability affecting the enforcement of creditors’ rights generally and by a court’s discretion in relation to equitable remedies. I also hereby confirm that I have consulted with such other officers, employees, and advisors of the Lender as I have deemed appropriate, and made such other investigations and inquiries as I have deemed

appropriate in order to make the following certifications, covenants, and agreements.

- 1. Borrower Certifications and Covenants.** In connection with the Upsized Tranche extended to the Borrower and the participation thereof to the SPV, I hereby certify that, as of the date hereof:
 - 1.A.** (i) each Borrower is a Nonprofit Organization (as defined in the Instructions), and (ii) following Due Inquiry with Respect to Formation (as defined in the Instructions), I have no knowledge or reason to believe that the certification made in the Borrower Certifications and Covenants that each Borrower has been in continuous operation (as defined in the Instructions) since January 1, 2015, is incorrect or untrue in any material respect; and
 - 1.B.** each Borrower has delivered to the Lender its own Borrower Certifications and Covenants, signed by the persons identified as the signatories thereof.
- 2. Upsized Tranche Certifications and Covenants.** In connection with the Upsized Tranche extended to the Borrower and the participation thereof to the SPV, I hereby:
 - 2.A.** certify that the Underlying Credit Facility was originated on or before June 15, 2020 and the Upsized Tranche was originated after June 15, 2020;
 - 2.B.** certify that the Upsized Tranche is a term loan with a maturity of five years and each other tranche under the Underlying Credit Facility has a remaining maturity of at least 18 months (taking into account any adjustments made to the maturity of such other tranches after June 15, 2020, including at the time of upsizing);
 - 2.C.** certify that (i) the principal payments on the Upsized Tranche are deferred for two years; (ii) the interest payments on the Upsized Tranche are deferred for one year; and (iii) unpaid interest will be capitalized;
 - 2.D.** certify that the interest rate of the Upsized Tranche is the adjustable rate of LIBOR (1 or 3 month) plus 300 basis points;
 - 2.E.** certify that the principal amortization of the Upsized Tranche is 15 percent at the end of the third year, 15 percent at the end of the fourth year, and a balloon payment of 70 percent at maturity at the end of the fifth year;
 - 2.F.** certify that the principal amount of the Upsized Tranche is at least \$10 million;
 - 2.G.** certify that the principal amount of the Upsized Tranche does not exceed the lesser of (i) \$300 million, or (ii) the Borrower's average 2019 quarterly revenue, at the time of origination;
 - 2.H.** certify that each Borrower meets the Financial Eligibility Requirements (as defined in the Instructions to the Borrower Certifications and Covenants), and that the methodologies that the Lender required each Borrower to use when calculating (i) adjusted 2019 earnings before interest, depreciation, and amortization ("EBIDA") and (ii) the proxy for endowment income, are methodologies that the Lender previously required to be used when extending credit to that Borrower or similarly situated borrowers on or before June 15, 2020;
 - 2.I.** certify that, if (and only if) one or more of the Borrower's affiliates previously participated, or has applied to participate, in the Facility, the principal amount of the Upsized Tranche, when added to the amount of any funding received by the Borrower's affiliates from the Facility, does not exceed the lesser of (i) \$300 million, or (ii) the Borrower's and all of the Borrower's affiliates' average 2019 quarterly revenue (based solely on the financial reporting as submitted to the Lender by the Borrower on behalf of the Borrower and all of its affiliates; the Borrower's calculation of its and all of its affiliates' average 2019 quarterly revenue certified to the Lender by the Borrower; and the Borrower's identification of its affiliates);

- 2.J. certify that, if (and only if) the Borrower is a Nonprofit Organization, all or substantially all of the assets of which comprise equity interests in other entities, (i) the principal amount of the Upsized Tranche is an amount that does not exceed the Selected Subsidiaries' aggregate average 2019 quarterly revenue (based solely on the financial reporting as submitted to the Lender by the Borrower on behalf of its Selected Subsidiaries; the Borrower's calculation of its Selected Subsidiaries' aggregate average 2019 quarterly revenue certified to the Lender by the Borrower; and the Borrower's identification of its Selected Subsidiaries); (ii) each Selected Subsidiary has guaranteed the Upsized Tranche on a joint and several basis; and (iii) if the Upsized Tranche is secured, then the Selected Subsidiaries' guarantees are also secured;
- 2.K. certify that, as of the date hereof, the Upsized Tranche is not, and covenant and agree that it will not become through the action, consent, or facilitation of the Lender, contractually subordinated in terms of priority to any of the Borrower's other Loans or Debt Instruments (as defined in the Instructions);
- 2.L. certify that prepayment of the Upsized Tranche is permitted without penalty;
- 2.M. certify that, to the extent required by the Instructions, the documentation for the Upsized Tranche contains a provision triggering a mandatory prepayment upon the Lender's receipt of notice from the Board or its designee that the Borrower (i) has made a material misstatement with respect to Section 2 (CARES Act Borrower Eligibility Certifications and Covenants) or Section 3 (FRA and Regulation A Borrower Eligibility Certifications) of the Borrower Certifications and Covenants, or (ii) that covenants made by the Borrower under Section 2 (CARES Act Borrower Eligibility Certifications and Covenants) of the Borrower Certifications and Covenants have been materially breached;
- 2.N. certify that the documentation for the Upsized Tranche contains either (i) a provision triggering an event of default if the Borrower has defaulted on other loans made by the Lender or any of its controlled affiliates (including affiliates that control the Lender or are under common control with it) to the Borrower, and the Lender or its controlled affiliate has accelerated the obligations in respect of such loans; or (ii) if the Underlying Credit Facility has more than one lender, a cross-default or cross-acceleration provision that was negotiated in good faith prior to June 15, 2020;
- 2.O. certify that the documentation for the Upsized Tranche contains either (i) a lien covenant or negative pledge covenant applicable to the Borrower (and the Selected Subsidiaries, if any) that is of the type and contains exceptions, limitations, carve-outs, baskets, materiality thresholds, and qualifiers that are consistent with those used by the Lender in its ordinary course lending to similarly situated borrowers; or (ii) if the Underlying Credit Facility has more than one lender, a lien covenant or negative pledge covenant that was negotiated in good faith prior to June 15, 2020; and
- 2.P. certify that the documentation for the Upsized Tranche contains either (i) a financial reporting covenant requiring the Borrower to deliver quarterly and annual financial information, calculations and other information regarding the Borrower to the Lender or (ii) if the Underlying Credit Facility has more than one lender, a financial reporting covenant that was negotiated in good faith prior to June 15, 2020.
3. **Lien Certifications and Covenants.** In connection with the Upsized Tranche extended to the Borrower and the participation thereof to the SPV, I hereby:
- 3.A. (i) certify that, as of the date hereof, any collateral that secures the Underlying Credit Facility secures the Upsized Tranche and the Underlying Credit Facility on a *pari passu* basis; and (ii) covenant and agree that, to the extent it is within the control of the Lender, any collateral securing the Underlying Credit Facility will continue to secure the Upsized Tranche and the Underlying Credit Facility on a *pari passu* basis, provided that if the underlying credit facility includes both term loan tranche(s) and

revolver tranche(s), then the Upsized Tranche is required to share collateral on a *pari passu* basis with the term loan tranche(s) only; and

- 3.B.** certify that, if the Upsized Tranche is unsecured, then, following Due Inquiry with Respect to Liens (as defined in the Instructions) and otherwise solely in reliance on the Borrower Certifications and Covenants delivered by the Borrower to the Lender, I have no knowledge or reason to believe that the Borrower's other Loans or Debt Instruments (as defined in the Instructions), other than Mortgage Debt (as defined in the Instructions), are secured at the time of origination of the Upsized Tranche.

With respect to this Section 3 of these Lender Certifications and Covenants, references to "Borrower's other Loans or Debt Instruments" shall be read to include the Loans or Debt Instruments of the Selected Subsidiaries, if any, on an aggregate basis.

- 4. Loan Participation Certifications and Covenants.** In connection with the Upsized Tranche extended to the Borrower and the participation thereof to the SPV, I hereby:
- 4.A.** certify that the participation sold to the SPV on the date hereof will be a participation of 95 percent of the principal amount of the Upsized Tranche;
- 4.B.** covenant and agree that the Lender will retain its 5 percent direct ownership share of the Upsized Tranche until the date (i) the Upsized Tranche matures or (ii) neither the SPV nor a Governmental Assignee (as defined in the Instructions) holds an interest in the Upsized Tranche in any capacity, whichever comes first; and
- 4.C.** certify that on the date of origination of the Upsized Tranche, the Lender held interests in the Underlying Credit Facility (the "Other Lender Positions"); and covenant and agree that the Lender will retain its Other Lender Positions in the Underlying Credit Facility until the date (i) such Other Lender Positions in the Underlying Credit Facility mature, (ii) the Upsized Tranche matures, or (iii) neither the SPV nor a Governmental Assignee holds an interest in the Upsized Tranche in any capacity, whichever comes first.
- 5. Additional Lender Certifications and Covenants.** In connection with the Upsized Tranche extended to the Borrower and the participation thereof to the SPV, I hereby:
- 5.A.** certify that (i) if the Underlying Credit Facility was originated on or before December 31, 2019, and held by the Lender on that date, the Underlying Credit Facility had an internal risk rating equivalent to a "pass" in the Federal Financial Institutions Examination Council's ("FFIEC") supervisory rating system as of December 31, 2019; and (ii) if the Underlying Credit Facility was originated or purchased by the Lender after December 31, 2019, it had an internal risk rating equivalent to a "pass" in the FFIEC's supervisory rating system at the time of its origination or purchase, respectively;
- 5.B.** covenant and agree that the Lender will not request that the Borrower repay debt extended by the Lender to the Borrower, or pay interest on such outstanding obligations, unless the debt or interest payment is mandatory and due or in the case of default and acceleration, until (i) the Upsized Tranche is repaid in full or (ii) neither the SPV nor a Governmental Assignee holds an interest in the Upsized Tranche in any capacity; and
- 5.C.** covenant and agree that the Lender will not cancel or reduce any existing committed lines of credit to the Borrower, except in an event of default, until (i) the Upsized Tranche is repaid in full or (ii) neither the SPV nor a Governmental Assignee holds an interest in the Upsized Tranche in any capacity.

6. Miscellaneous.

- 6.A.** I further covenant and agree that the Lender will promptly notify the SPV and the Reserve Bank of any material breach of covenant made hereunder during the time in which the Upsized Tranche is outstanding.
- 6.B.** I further covenant and agree that, if the Borrower reports a material misrepresentation under the Borrower Certifications and Covenants, or a material breach of covenant made thereunder, the Lender will promptly report such material misrepresentation or material breach to the SPV and the Reserve Bank, provided that such report is made by the Borrower (i) during the time in which the Upsized Tranche is outstanding and the SPV or any Governmental Assignee holds an interest in the Upsized Tranche, and (ii) for one year after neither the SPV nor any Governmental Assignee holds an interest in the Upsized Tranche in any capacity.
- 6.C.** I acknowledge that, if this certification includes a knowing material misrepresentation, in addition to all remedies available at law, in equity, or otherwise, the SPV, the Reserve Bank, the Board, or the Secretary may refer the matter to the relevant law enforcement authorities for investigation and possible action in accordance with applicable criminal and civil law. *See, e.g.*, 18 U.S.C. § 1001; 31 U.S.C. § 3729.
- 6.D.** I further acknowledge that the Reserve Bank, the Board, the Department of the Treasury, and any Governmental Assignee or agency of the Federal government associated with such Governmental Assignee may make public and nonpublic disclosures with respect to the Main Street Facilities, including, without limitation, those required under applicable law. These disclosures may include the identity of the Lender, the date, amount, form, and material terms of any transactions with the Lender through the Main Street Facilities, and other information. On behalf of the Lender, I consent to such disclosure.

The illegality, invalidity, or unenforceability of any provision of these Lender Certifications and Covenants under the law of any jurisdiction shall not affect its legality, validity, or enforceability under the law of any other jurisdiction or the legality, validity, or enforceability of any other provision.

THESE LENDER CERTIFICATIONS AND COVENANTS, THE RIGHTS AND OBLIGATIONS OF THE LENDER AND BENEFICIARIES UNDER THESE LENDER CERTIFICATIONS AND COVENANTS AND ANY CLAIM OR CONTROVERSY DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THESE LENDER CERTIFICATIONS AND COVENANTS OR THE TRANSACTION (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL IN ALL RESPECTS BE GOVERNED BY AND INTERPRETED, CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION THEREOF THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION).

The Lender irrevocably and unconditionally submits to and accepts the non-exclusive jurisdiction of the United States District Court for the District of Massachusetts located in the City of Boston or the courts of the Commonwealth of Massachusetts located in the County of Suffolk for any action, suit, or proceeding arising out of or based upon these Lender Certifications and Covenants or any matter relating to them and waives any objection that it may have to the laying of venue in any such court or that any such court is an inconvenient forum or does not have personal jurisdiction over it.

These Lender Certifications and Covenants shall become effective when it shall have been duly executed and delivered by the Lender. The words "executed," "signed," "signature," and words of like import as used above and

elsewhere in these Lender Certifications and Covenants may include, in addition to manually executed signatures, images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif”, or “jpg”) and other electronic signatures (including, without limitation, any electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

Name of the Lender: _____

Name of the Borrower⁷: _____

On behalf of the Lender:

By: _____

Name: _____

Title: _____

Date: _____

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⁷ In the case of a multi-borrower loan, name all co-borrowers.