

**SERVICING AGREEMENT UNDER  
THE MAIN STREET LENDING PROGRAM**

THIS SERVICING AGREEMENT UNDER THE MAIN STREET LENDING PROGRAM (this “**Agreement**”) is dated as of the Agreement Date and entered into by and between the Servicer and the SPV in respect of certain services to be provided by the Servicer to the SPV with respect to the Participation Agreement and the Co-Lender Agreement (if applicable) on the terms and conditions set forth herein.

For good and valuable consideration, receipt of which is hereby acknowledged, the Servicer and the SPV (each a “**Party**” and collectively the “**Parties**”) agree to be bound by the following terms and conditions:

<b><u>TRANSACTION SUMMARY</u></b>	
<b>Agreement Date:</b>	_____ <sup>1</sup>
<b>Servicer:</b>	<b>[SELLER UNDER THE PARTICIPATION AGREEMENT]</b>
<b>SPV:</b>	<b>MS Facilities LLC</b>
<b>Credit Agreement:</b>	<b>[CREDIT AGREEMENT DESCRIPTION]</b>
<b>Borrower:</b>	<b>[BORROWER]</b>
<b>Purchase Amount:</b>	<b>[\$[AMOUNT OF LOANS SUBJECT TO THE PARTICIPATION AGREEMENT AS OF THE PARTICIPATION DATE]</b>
<b>Servicing Fee Rate:</b>	<b>0.25%</b>
<b>Participation Agreement:</b>	<b>The Participation Agreement under the Main Street Lending Program, dated as of the Agreement Date, by and between the Servicer, as the seller, and the SPV, as the buyer, in respect of the Credit Agreement.</b>
<b>Co-Lender Agreement:</b>	<b>[N/A] [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.]<sup>2</sup></b>

**1. DEFINITIONS.**

Section 1.01 General. Capitalized terms used in this Agreement shall have the respective meanings ascribed thereto in the Transaction Summary set forth above (the “**Transaction Summary**”) and, to the extent not defined in the Transaction Summary, such capitalized terms shall have the respective meanings ascribed thereto in Section 1.02. Except as otherwise expressly set forth herein, each reference herein to “the Agreement,” “this Agreement,” “herein,” “hereunder” or “hereof” shall be deemed a reference to this Agreement.

Section 1.02 As used in this Agreement, the following terms shall have the following meanings:

“**Agreement**” shall have the meaning given to such term in the first introductory paragraph hereto.

<sup>1</sup> To be completed by the SPV.

<sup>2</sup> Co-Lender Agreement to be “N/A” if the Loans subject to the Participation Agreement are not part of a Bilateral Facility.

**“Assignment and Assumption”** shall have the meaning given to such term in the Co-Lender Agreement.

**“Bilateral Facility”** shall have the meaning given to such term in the Participation Agreement.

**“Business Day”** means any day that is not (a) a Saturday, (b) a Sunday or (c) any other day on which the Federal Reserve Bank of New York is closed.<sup>3</sup>

**“Cause”** shall have the meaning given to such term in Section 6.05.

**“Co-Lender Agency Services”** means the collective services of the Servicer in compliance with its obligations as Co-Lender Agreement Administrative Agent under the Co-Lender Agreement as described in Section 2.02.

**“Co-Lender Agreement Administrative Agent”** shall have the meaning given to such term in Section 2.02.

**“Debtor Relief Laws”** means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

**“Elevation”** shall have the meaning given to such term in the Participation Agreement.

**“Enhanced Reporting Services”** shall have the meaning given to such term in Section 2.03.

**“Governmental Assignee”** means any Federal Reserve Bank, any vehicle authorized to be established by the Board of Governors of the Federal Reserve System or any Federal Reserve Bank, any entity created by an act of the United States Congress or any a vehicle established or acquired by the United States Department of the Treasury or any other department or agency of the federal government of the United States.

**“Governmental Authority”** means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

**“Lender”** shall have the meaning given to such term in the Co-Lender Agreement.

**“Lender Wire Instructions Direction”** means the Lender Wire Instructions Direction, in substantially the form of the Lender Wire Instructions Direction published as of May 27, 2020 on the Federal Reserve Bank of Boston’s Website, or any other form approved by the SPV, duly executed by the Servicer and delivered to the SPV on or before the Agreement Date.

**“Loans”** means the “Loans” (as defined in the Participation Agreement), the Main Street Term Loans or both, as the context requires.

**“Main Street Term Loan Obligations”** means the Obligations (as defined in the Co-Lender Agreement) relating to the Main Street Term Loans.

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<sup>3</sup> The Holiday Schedule for the Federal Reserve Bank of New York may be found at [www.newyorkfed.org/aboutthefed/holiday\\_schedule.html](http://www.newyorkfed.org/aboutthefed/holiday_schedule.html).

**"Main Street Term Loans"** shall have the meaning given to such term in the Co-Lender Agreement.

**"Participation"** shall have the meaning given to such term in the Participation Agreement.

**"Participation Services"** means the collective services of the Servicer in compliance with its obligations as seller under the Participation Agreement as described in Section 2.01.

**"Parties"** shall have the meaning given to such term in the second introductory paragraph hereto.

**"Person"** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

**"Register"** shall have the meaning given to such term in the Co-Lender Agreement.

**"Resignation Effective Date"** shall have the meaning given to such term in the Co-Lender Agreement.

**"Servicer Account"** means the bank account specified in the Lender Wire Instructions Direction as such bank account may be updated from time to time after the Agreement Date by delivery by the Servicer to the SPV of updated bank account information on a form substantially similar to the Lender Wire Instructions Direction.

**"Services"** means, collectively, (a) the Participation Services, (b) the Co-Lender Agency Services and (c) the Enhanced Reporting Services.

**"Servicing Fee"** shall have the meaning given to such term in Section 3.01.

**"Specified Interest"** means the Transferred Rights (as defined in the Participation Agreement) and, to the extent applicable, the Main Street Term Loan Obligations owing to the SPV or any Governmental Assignee in respect of any Bilateral Facility that has become subject to a Co-Lender Agreement.

**"Specified Permitted Transfer"** shall have the meaning given to such term in the Participation Agreement.

**"Termination Date"** means the earliest to occur of (a) the termination of the obligation of the SPV to pay the Servicing Fee and the obligation of the Servicer to provide the Enhanced Reporting Services pursuant to Section 6.01, 6.02 or 6.03 or (b) the notification by the SPV to the Servicer in writing that it has terminated the obligation of the SPV to pay the Servicing Fee and the obligation of the Servicer to provide the Enhanced Reporting Services pursuant to Section 6.04 or 6.05.

**"Transaction Summary"** means the Transaction Summary set forth above.

**"Transferred Rights"** shall have the meaning given to such term in the Participation Agreement.

## **2. SERVICING OF THE SPECIFIED INTEREST.**

Section 2.01 Participation Agreement Services. The Servicer, in its capacity as the seller under the Participation Agreement, shall comply with its obligations and agreement thereunder, including the delivery of distributions from time to time, the conveyance of information and documents received by the Servicer from time to time and the administration and enforcement of the Transferred

Rights, in each case, pursuant to the terms of the Participation Agreement, including the standard of care set forth therein.

Section 2.02 Co-Lender Agency Services. Solely with respect to a Bilateral Facility, in connection with or following an Elevation under the Participation Agreement, the Servicer, in its capacity as administrative agent under the Co-Lender Agreement (the "**Co-Lender Agreement Administrative Agent**"), shall comply with its obligations under the Co-Lender Agreement, including the performance of the customary function of an administrative agent with respect to the Credit Agreement, in each case, under the standard of care set forth therein.

Section 2.03 Enhanced Reporting Services. The Servicer shall provide the SPV or, as applicable, any Governmental Assignee, with the reporting services specified on Schedule 1 hereto (the "**Enhanced Reporting Services**"). The Servicer shall not be responsible for or have any duty to ascertain or inquire into the contents of any certificate, report, financial report or other information or documentation provided by the Borrower, including any certification, report, financial report or other information or documentation on which the Enhanced Reporting Services are based. The Servicer shall not be liable to the SPV or, as applicable, any Governmental Assignee, for any action taken or not taken by the Servicer in providing the Enhanced Reporting Services other than as a result of the Servicer's gross negligence, fraud, willful misconduct or material breach of any duty or obligation under this Agreement, in each case, as determined by a court of competent jurisdiction by final and nonappealable judgment.

### **3. FEEES PAYABLE TO SERVICER.**

Section 3.01 Servicing Fee. As compensation for the Services provided by the Servicer to the SPV or, as applicable, a Governmental Assignee, the SPV agrees to pay to the Servicer, for its own account, an annual servicing fee for the period from the Agreement Date until the Termination Date in an amount per annum equal to the Servicing Fee Rate of the Purchase Amount (the "**Servicing Fee**"). The Servicing Fee shall be paid by the SPV to the Servicer annually in arrears within sixty (60) days of each one-year anniversary of the Agreement Date; provided, that any accrued and unpaid Servicing Fee shall be paid by the SPV to the Servicer within sixty (60) days after the Termination Date. The Servicing Fee for any year during which the Termination Date occurs shall be pro-rated for the number of days from the beginning of such year to the Termination Date. For the avoidance of doubt, the "Purchase Amount" for the calculation of the Servicing Fee shall be outstanding principal amount of the Loans subject to the Participation pursuant to the Participation Agreement on the Agreement Date and shall not be modified after the Agreement Date, including as a result of any prepayments or repayments of the principal amount of such Loans, any payment or accretion of paid-in-kind interest or capitalized interest on such Loans or any transfer by the SPV of any of its Specified Interest (unless such transfer results in a Termination Date).

Section 3.02 Payments. All payments to be made under this Agreement shall be made to the Servicer in United States dollars in immediately available funds not later than the date specified therefor in this Agreement; provided, that if any such date shall not be a Business Day, payment shall be made on the next succeeding Business Day. The SPV's obligation to pay the Servicing Fee will not be subject to counterclaim or setoff for, or be otherwise affected by, any claim or dispute the SPV may have. All of the Servicing Fees shall be fully earned upon becoming due and payable in accordance with the terms hereof, shall be nonrefundable for any reason whatsoever and shall be in addition to any other fees, costs and expenses payable pursuant to the Participation Agreement or the Co-Lender Agreement. The SPV acknowledges that the Servicer reserves the right to allocate, in whole or in part, to any of the Servicer's affiliates all or part of the Servicing Fee in the Servicer's sole discretion.

### **4. SPECIFIED PERMITTED TRANSFERS.**

Section 4.01 Specified Permitted Transfers. Solely with respect to a Bilateral Facility, the Servicer, in its capacity as Co-Lender Agreement Administrative Agent, if applicable, hereby agrees that upon the delivery to the Co-Lender Agreement Administrative Agent of a fully completed and executed Assignment and Assumption in connection with any Specified Permitted Transfer, the Co-Lender Agreement Administrative Agent shall accept such Assignment and Assumption for recordation in the

Register and promptly, but in any event with five (5) Business Days after receipt thereof, record such Assignment and Assumption in the Register and provide an executed acknowledgment thereof to the SPV.

## **5. REPRESENTATIONS AND WARRANTIES.**

Section 5.01 Representations and Warranties. Each of the Parties hereto represents and warrants to the other Party that, as of the Agreement Date:

(a) Such Party (i) is duly organized and validly existing under the laws of its jurisdiction of organization or incorporation, (ii) is in good standing under such laws and (iii) has full power and authority to execute, deliver and perform its obligations under this Agreement.

(b) Such Party's execution, delivery, and performance of this Agreement have not resulted and will not result in a breach or violation of any provision of (i) such Party's organizational documents, (ii) any statute, law, writ, order, rule or regulation of any Governmental Authority applicable to such Party, (iii) any judgment, injunction, decree or determination of any Governmental Authority applicable to such Party or (iv) any contract, indenture, mortgage, loan agreement, note, lease or other agreement, document or instrument to which such Party may be a party, by which such Party may be bound or to which any of the assets of such Party is subject.

(c) This Agreement (i) has been duly and validly authorized, executed and delivered by such Party and (ii) is the legal, valid and binding obligations of such Party, enforceable against such Party in accordance with its terms, except that such enforceability against such Party 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.

(d) No notice to, registration with, consent or approval of or any other action by any relevant Governmental Authority or other Person, other than those that have already been obtained, is or will be required for such Party to execute, deliver, and perform its obligations under, this Agreement.

## **6. TERMINATION.**

Section 6.01 Termination Upon Certain Transfers. The obligation of the SPV to pay the Servicing Fee and the obligation of the Servicer to provide the Enhanced Reporting Services shall terminate (a) with respect to the Specified Interest in a Bilateral Facility, upon the date that (i) neither the SPV nor any Governmental Assignee holds any portion of the Participation under the Participation Agreement and (ii) if all or any portion of such Specified Interest has become subject to the Co-Lender Agreement, neither the SPV nor any Governmental Assignee holds any Main Street Term Loan Obligations and (b) with respect to any other Specified Interest, upon the date that neither the SPV nor any Governmental Assignee holds any portion of the Participation under the Participation Agreement.

Section 6.02 Termination Upon Repayment of Specified Interest. The obligation of the SPV to pay the Servicing Fee and the obligation of the Servicer to provide the Enhanced Reporting Services shall terminate upon the date that all advances to, and debts, liabilities, obligations, covenants and duties of, the Borrower arising under the Credit Agreement with respect to the Loans, other than contingent indemnification obligations and unasserted expense reimbursement obligations, has been paid in full, satisfied, discharged or fully extinguished.

Section 6.03 Co-Lender Administrative Agent Resignation. With respect to a Bilateral Facility, the obligation of the SPV to pay the Servicing Fee and the obligation of the Servicer to provide the Enhanced Reporting Services shall terminate upon the Resignation Effective Date.

Section 6.04 Servicer Insolvency. The SPV may terminate the obligation of the SPV to pay the Servicing Fee and the obligation of the Servicer to provide the Enhanced Reporting Services at any time if either the Servicer or a direct or indirect parent company of the Servicer (a) has become the subject

of a proceeding under any Debtor Relief Law or (b) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation, the Board of the National Credit Union Administration or any other Governmental Authority acting in such a capacity.

Section 6.05 Termination for Cause. The SPV may terminate the obligation of the SPV to pay the Servicing Fee and the obligation of the Servicer to provide the Enhanced Reporting Services at any time for Cause. For the purposes hereof, "**Cause**" means a reasonable good-faith determination of the SPV based on findings of fact which are disclosed to Servicer that the Servicer was (i) grossly negligent, (ii) acted with reckless disregard of the SPV's (or any Governmental Assignee's) interests, (iii) engaged in willful misconduct or fraud while discharging its material duties under this Agreement or (iv) otherwise materially breached any duty or obligation under this Agreement and failed to cure such breach within thirty (30) days after written notice from the SPV.

Section 6.06 Servicer Obligations Upon Termination. For the avoidance of doubt, the occurrence of any Termination Date shall not affect the obligation of the Servicer to continue performing the Participation Services pursuant to the terms of the Participation Agreement or the Co-Lender Agency Services pursuant to the terms of the Co-Lender Agreement, if applicable.

## **7. NOTICES; PAYMENTS.**

Section 7.01 Notices. All notices and other communications under this Agreement shall be in writing and addressed to the Servicer or the SPV, as applicable, at the notice address provided for such Party in the Participation Agreement or the Co-Lender Agreement, as applicable.

Section 7.02 Payments. All payments to the Servicer under this Agreement shall be made by wire transfer to the Servicer Account.

## **8. MISCELLANEOUS.**

Section 8.01 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 8.02 No Third-Party Beneficiaries. Nothing contained herein is intended or shall be deemed to create or confer any rights upon any third Person not a party hereto, whether as a third-party beneficiary or otherwise, except as expressly provided herein.

Section 8.03 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good-faith negotiations to

replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8.04 Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 8.05 Jurisdiction. Each of the Parties irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and agrees that all claims in respect of any action, litigation or proceeding in respect of this Agreement may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court.

Section 8.06 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.07 Counterparts; Integration; Effectiveness; Electronic Signatures. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the Credit Agreement, the Participation Agreement and the Co-Lender Agreement constitute the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been duly executed and delivered by the Servicer and the SPV. The words "executed," "signed," "signature," and words of like import as used above and elsewhere in this Agreement or in any other certificate, agreement or document related to this transaction shall 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.

Section 8.08 Conflicts. The Parties agree that nothing contain in this Agreement shall impair the rights of MS Facilities LLC, the Federal Reserve Bank of Boston, the Board of Governors of the Federal Reserve System, the United States Department of the Treasury or the United States Department of Justice to rely on, enforce or take any action under law, in equity or otherwise with respect to the Participation Agreement, the Lender Registration Certification (as defined in the Participation Agreement)

or the Lender Transaction Specific Certification (as defined in the Participation Agreement) (including, without limitation, the representations, warranties, covenants and undertakings set forth therein).

Section 8.09 Servicer Not a Fiduciary. The Parties agree that the Servicer shall not be subject to any fiduciary or implied duties.

Section 8.10 Successor Co-Lender Agreement Administrative Agent. The Parties agree that if the rights and obligations of the then-current Co-Lender Agreement Administrative Agent under the Co-Lender Agreement are assigned to, and assumed by, an affiliate of such Co-Lender Agreement Administrative Agent in accordance with the terms of the Co-Lender Agreement, each reference herein to the Servicer shall include such assignee Co-Lender Agreement Administrative Agent, as applicable, *mutatis mutandis*. The Servicer hereby agrees to make commercially reasonable efforts to, from time to time upon and after any such assignment and assumption, amend or modify this Agreement promptly upon the reasonable request of the SPV to carry out more effectively the purposes of this Agreement.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized officers or representatives.

**MS FACILITIES LLC**, as the SPV

By: \_\_\_\_\_  
Name:  
Title:

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**[SELLER]**, as the Servicer

By: \_\_\_\_\_  
Name:  
Title:

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**ENHANCED REPORTING SERVICES**

As used in this Schedule 1, “**MSELF**” means Main Street Expanded Loan Facility, “**MSNLF**” means Main Street New Loan Facility, “**MSPLF**” means Main Street Priority Loan Facility, and “**Main Street Facility**” means the MSELF, the MSNLF or the MSPLF, as applicable.

- The Servicer shall keep on file copies of the Credit Agreement, any notes issued in connection therewith, all guarantees, security agreements, mortgages, deeds of trust, reimbursement agreements, waivers, amendments, modifications, supplements, forbearances, intercreditor agreements, subordination agreements and all other agreements, documents or instruments executed and delivered from time to time in connection any of the foregoing at the address specified for the Servicer in the Participation Agreement or the Co-Lender Agreement, as applicable, and shall make such files available for inspection by the SPV or, if applicable, any Governmental Assignee, in each case upon reasonable prior notice on any Business Day during regular business hours.
- Based on financial reporting and other notices delivered by the Borrower to the Servicer, to the extent such information or notice is delivered by the Borrower to the Servicer, and without any obligation or liability of the Servicer with respect to the accuracy and completeness of such information so provided by the Borrower or the failure of the Borrower to provide any notice, the Servicer shall, on an annual basis, collect from the Borrower the following financial information, calculations and other information with respect to the Borrower, the Loans or the Borrower’s assets and liabilities and deliver such information or calculations to the SPV, promptly after receipt thereof, in a form or through a reporting method specified by the SPV:

<b>Required Data</b>	<b>Definition</b>
Total Assets	The sum of current assets, fixed assets, and other non-current assets (including, but not limited to, intangible assets, deferred items, investments, and advances).
Current Assets	Cash, accounts receivable, inventory, and other short term assets that are likely to be converted into cash, used, sold, exchanged, or otherwise expensed in the normal course of business within one year.
Cash & Marketable Securities	Cash, depository accounts, and marketable securities that can be easily sold and readily converted into cash.
Tangible Assets	Assets having a physical existence, measured as total assets less intangible assets. Tangible assets are distinguished from intangible assets, such as trademarks, copyrights, and goodwill.
Total Liabilities	The total amount of all outstanding obligations, both current and noncurrent.
Current Liabilities	Short term debt, accounts payable, and other current liabilities that are due within one year.
Total Debt (Incl. Undrawn Available Lines of Credit)	Existing outstanding and committed debt (including any undrawn available amounts).
Total Equity	Measured as total assets minus total liabilities.
Total Revenue	Total income generated by the sale of goods or services from ongoing operations. Total Revenue excludes any non-recurring sales or gains.
Net Income	The income (or loss) after expenses and losses have been subtracted from all revenues and gains for the fiscal period, including discontinued operations.

**Table IA: Data Required Annually from All Main Street Borrowers**

Required Data	Definition
Unadjusted EBITDA	Earnings before interest expense, income tax expense, depreciation expense, and amortization expense. The starting point is net income.
Adjusted EBITDA	Unadjusted EBITDA adjusted for any non-recurring, one-time, or irregular items. The Adjusted EBITDA measurement should align with the relevant facility's term sheet.
Depreciation Expense	Non-cash expense measured based on the use of fixed assets, recognized over the useful life of the fixed assets.
Amortization Expense	Non-cash expense measured based on the use of intangible assets, recognized over the life of the intangible asset.
Interest Expense	The periodic finance expense of short term and long term debt.
Tax Expense	Federal, state and local income tax expenses.
Rent Expense	The contractual costs of occupying leased real estate.
Dividends / Equity Distributions	Distributions to equity owners.
Accounts Receivable (net of allowances)	Amounts owed to the borrower resulting from providing goods and/or services. Accounts receivable will be net of any allowances for uncollectible amounts.
Inventory (net of reserves)	Value of the raw materials, work in process, supplies used in operations, finished goods, and merchandise bought which are intended to be sold in the ordinary course of business. Inventory should be net of reserves.
Fixed Assets, Gross	Tangible property used in the business and not for resale, including buildings, furniture, fixtures, equipment, and land. Report fixed assets gross of depreciation.
Accumulated Depreciation	Cumulative depreciation of all fixed assets up to the Date of Financial Information.
Accounts Payable (A/P)	The obligations owed to the borrower's creditors arising from the entity's ongoing operations, including the purchase of goods, materials, supplies, and services. Accounts payable excludes short term and long term debt.
Short Term Debt	Debt obligations of the borrower due with a term of less than one year, including the current portion of any Long Term Debt.
Long Term Debt	Debt obligations of the borrower that are due in one year or more, excluding the current portion that is otherwise captured in Short Term Debt.
Description of EBITDA Adjustments	Description of items that are added to Unadjusted EBITDA to determine Adjusted EBITDA.
Total Expenses	All money spent and costs incurred, both recurring and non-recurring, to generate revenue. Expenses exclude items capital in nature (i.e., expenses that are allowed to be capitalized and included in the cost basis of a fixed asset).
Operating Expenses	Money spent and costs incurred related to normal business operations including selling, general & administrative expenses, depreciation, and amortization (i.e., total expenses less non-recurring expenses). Exclude capital expenditures.
Operating Income	Profit (or loss) realized from continuing operations (i.e., revenue less operating expenses).
Fixed Charges	Expenses that recur on a regular basis, regardless of the volume of business (i.e., lease payments, rental payments, loan interest payments or insurance payments).
Capitalized Expenditures	Non-operating expenditures capitalized to fixed assets.
Guarantor Net Assets	Total assets less total liabilities of the guarantor (also referred to as net worth).
Sr. Debt Balance	Debt amount ranking senior to the Loans.

Table IA: Data Required <u>Annually</u> from All Main Street Borrowers	
Required Data	Definition
Additional <i>Pari Passu</i> Debt Balance	Debt amount ranking <i>pari passu</i> to the Loans.
Collateral Type (Non-Real Estate)	If the loan is secured by collateral that is not predominantly real estate, including if the collateral provided is different types, report the predominant type of collateral (e.g., inventory, receivables, securities, etc.) by aggregate value.
Collateral Type (Real Estate)	If the loan is secured by real estate collateral, indicate the property type (e.g., hotel, multifamily, residential, industrial, etc.). If the loan is secured by multiple real estate property types, report the predominant property type by aggregate value.
Collateral Value Reporting	For loans that require ongoing or periodic valuation of the collateral, report the market value of the collateral as of the reporting date.
Collateral Value Date	Define the as-of date that corresponds with the Collateral Value Reporting field.
Covenant Status (Pass / Fail)	Yes/no, indicating if the facility has satisfied covenant tests.
Date of Covenant Default	If applicable, report the date when borrower defaulted covenants.
Nature of Covenant Default	If applicable, describe the covenant default (i.e., missing financial statements, ratio trigger).
Date of Covenant Cure	If applicable, report the date when borrower cured previous defaults.

3. The Servicer shall, on an annual basis, deliver to the SPV the following information with respect to the Loans, within 120 days after the end of each calendar year, in a form or through a reporting method specified by the SPV:

Table IB: Data Required <u>Annually</u> from All Main Street Borrowers	
Required Data	Definition
Total Loan Current Outstanding Balance	Current outstanding balance of the Loans.

4. Based on financial reporting and other notices delivered by the Borrower to the Servicer, to the extent such information or notice is delivered by the Borrower to the Servicer, and without any obligation or liability of the Servicer with respect to the accuracy and completeness of such information so provided by the Borrower or the failure of the Borrower to provide any notice, the Servicer shall, on a quarterly basis, collect from the Borrower the following financial information, calculations and other information with respect to the Borrower, the Loans or the Borrower's assets and liabilities and deliver such information or calculations to the SPV, promptly after receipt thereof, in a form or through a reporting method specified by the SPV (in each case, to the extent that such information or calculations are specified as "Yes" for the relevant Main Street Facility to which the Credit Agreement, the Participation Agreement or Co-Lender Agreement, as applicable, relate):

Table IIA: Data Required <u>Quarterly</u> from Main Street Borrowers by Main Street Facility				
Required Data	MSELF	MSNLF	MSPLF	Definition
Total Assets	Yes	Yes	Yes	The sum of current assets, fixed assets, and other non-current assets (including, but not limited to, intangible assets, deferred items, investments, and advances).
Current Assets	Yes	Yes	Yes	Cash, accounts receivable, inventory, and other short term assets that are likely to be converted into cash, used, sold, exchanged, or otherwise expensed in the normal course of business within one year.

Table IIA: Data Required <u>Quarterly</u> from Main Street Borrowers by Main Street Facility				
Required Data	MSELF	MSNLF	MSPLF	Definition
Cash & Marketable Securities	Yes	Yes	Yes	Cash, depository accounts, and marketable securities that can be easily sold and readily converted into cash.
Tangible Assets	Yes	No	No	Assets having a physical existence measured as total assets less intangible assets. Tangible assets are distinguished from intangible assets, such as trademarks, copyrights, and goodwill.
Total Liabilities	Yes	Yes	Yes	The total amount of all outstanding obligations, both current and noncurrent.
Current Liabilities	Yes	Yes	Yes	Short term debt, accounts payable, and other current liabilities that are due within one year.
Total Debt (Incl. Undrawn Available Lines of Credit)	Yes	Yes	Yes	Existing outstanding and committed debt (including any undrawn available amounts).
Total Equity	Yes	Yes	Yes	Measured as total assets minus total liabilities.
Total Revenue	Yes	Yes	Yes	Total income generated by the sale of goods or services from ongoing operations. Total Revenue excludes any non-recurring sales or gains.
Net Income	Yes	Yes	Yes	The income (or loss) after expenses and losses have been subtracted from all revenues and gains for the fiscal period, including discontinued operations.
Unadjusted EBITDA	Yes	Yes	Yes	Earnings before interest expense, income tax expense, depreciation expense and amortization expense. The starting point is net income.
Adjusted EBITDA	Yes	Yes	Yes	Unadjusted EBITDA adjusted for any non-recurring, one-time or irregular items. The Adjusted EBITDA measurement should align with the relevant facility's term sheet.
Depreciation Expense	Yes	No	No	Non-cash expense measured based on the use of fixed assets, recognized over the useful life of the fixed assets.
Amortization Expense	Yes	No	No	Non-cash expense measured based on the use of intangible assets, recognized over the life of the intangible asset.
Interest Expense	Yes	Yes	Yes	The periodic finance expense of short term and long term debt.
Tax Expense	Yes	No	No	Federal, state and local income tax expenses.
Rent Expense	Yes	No	No	The contractual costs of occupying leased real estate.
Dividends / Equity Distributions	Yes	Yes	Yes	Distributions to equity owners.
Accounts Receivable (net of allowances)	Yes	No	No	Amounts owed to the borrower resulting from providing goods and/or services. Accounts receivable will be net of any allowances for uncollectible amounts.
Inventory (net of reserves)	Yes	No	No	Value of the raw materials, work in process, supplies used in operations, finished goods, and merchandise bought which are intended to be sold in the ordinary course of business. Inventory should be net of reserves.
Fixed Assets, Gross	Yes	No	No	Tangible property used in the business and not for resale, including buildings, furniture, fixtures, equipment, and land. Report fixed assets gross of depreciation.

Table IIA: Data Required Quarterly from Main Street Borrowers by Main Street Facility				
Required Data	MSELF	MSNLF	MSPLF	Definition
Accumulated Depreciation	Yes	No	No	Cumulative depreciation of all fixed assets up to the Date of Financial Information.
Accounts Payable (A/P)	Yes	No	No	The obligations owed to the borrower's creditors arising from the entity's ongoing operations, including the purchase of goods, materials, supplies, and services. Accounts payable excludes short term and long term debt.
Short Term Debt	Yes	No	No	Debt obligations of the borrower due with a term of less than one year, including the current portion of any Long Term Debt.
Long Term Debt	Yes	No	No	Debt obligations of the borrower that are due in one year or more, excluding the current portion that is otherwise captured in Short Term Debt.
Description of EBITDA Adjustments	Yes	No	No	Description of items that are added to Unadjusted EBITDA to determine Adjusted EBITDA.
Total Expenses	Yes	No	No	All money spent and costs incurred, both recurring and non-recurring, to generate revenue. Expenses exclude items capital in nature (i.e., expenses that are allowed to be capitalized and included in the cost basis of a fixed asset).
Operating Expenses	Yes	Yes	Yes	Money spent and costs incurred related to normal business operations, including selling, general & administrative expenses, depreciation, and amortization (i.e. total expenses less non-recurring expenses). Exclude capital expenditures.
Operating Income	Yes	Yes	Yes	Profit (or loss) realized from continuing operations (i.e., revenue less operating expenses).
Fixed Charges	Yes	No	No	Expenses that recur on a regular basis, regardless of the volume of business (i.e., lease payments, rental payments, loan interest payments or insurance payments).
Capitalized Expenditures	Yes	Yes	Yes	Non-operating expenditures capitalized to fixed assets.
Guarantor Net Assets	Yes	No	No	Total assets less total liabilities of the guarantor (also referred to as net worth).
Sr. Debt Balance	Yes	Yes	Yes	Debt amount ranking senior to the Loans.
Additional <i>Pari Passu</i> Debt Balance	Yes	Yes	Yes	Debt amount ranking <i>pari passu</i> to the Loans.
Collateral Type (Non-Real Estate)	Yes	No	No	If the loan is secured by collateral that is not predominantly real estate, including if the collateral provided is different types, report the predominant type of collateral (e.g., inventory, receivables, securities, etc.) by aggregate value.
Collateral Type (Real Estate)	Yes	No	No	If the loan is secured by real estate collateral, indicate the property type (e.g., hotel, multifamily, residential, industrial, etc.). If the loan is secured by multiple real estate property types, report the predominant property type by aggregate value.

Table IIA: Data Required <u>Quarterly</u> from Main Street Borrowers by Main Street Facility				
Required Data	MSELF	MSNLF	MSPLF	Definition
Collateral Value Reporting	Yes	No	No	For loans that require ongoing or periodic valuation of the collateral, report the market value of the collateral as of the reporting date.
Collateral Value Date	Yes	No	No	Define the as-of date that corresponds with the Collateral Value Reporting field.
Covenant Status (Pass / Fail)	Yes	Yes	Yes	Yes/no, indicating if the facility has satisfied covenant tests.
Date of Covenant Default	Yes	Yes	Yes	If applicable, report the date when borrower defaulted covenants.
Nature of Covenant Default	Yes	Yes	Yes	If applicable, describe the covenant default (i.e., missing financial statements, ratio trigger).
Date of Covenant Cure	Yes	Yes	Yes	If applicable, report the date when borrower cured previous defaults.

5. The Servicer shall, on a quarterly basis, deliver to the SPV the following information with respect to the Loans, within 60 days after the end of each calendar quarter, in a form or through a reporting method specified by the SPV (in each case, to the extent that such information or calculations are specified as “Yes” for the relevant Main Street Facility to which the Credit Agreement, the Participation Agreement or Co-Lender Agreement, as applicable, relate):

Table IIB: Data Required <u>Quarterly</u> from Main Street Borrowers by Main Street Facility				
Required Data	MSELF	MSNLF	MSPLF	Definition
Total Loan Current Outstanding Balance	Yes	Yes	Yes	Current outstanding balance of the Loans.