

**CO-LENDER AGREEMENT UNDER
THE MAIN STREET LENDING PROGRAM**

TRANSACTION SPECIFIC TERMS

THIS CO-LENDER AGREEMENT UNDER THE MAIN STREET LENDING PROGRAM is dated as of the Agreement Date and entered into by and between the Initial Lender, the New Lender, the other Lenders from time to time parties hereto, the Administrative Agent, the Borrower and the Loan Parties from time to time parties hereto to govern the rights and obligations of the Lenders, the Administrative Agent, the Borrower and the Loan Parties under the Credit Agreement and the other Loan Documents (the "Transaction"), in accordance with the terms, conditions and agreements set forth in the Standard Terms and Conditions for Co-Lender Agreements under the Main Street Lending Program (the "Standard Terms") published as of ~~May 27, June 11, 2020~~ on the website of the Federal Reserve Bank of Boston (the "Federal Reserve Bank of Boston's Website"), which is currently at <http://www.bostonfed.org>. The Standard Terms are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the Parties and as specifically supplemented and modified by the terms and elections set forth in the Transaction Summary and Sections A through C below. The Standard Terms and the Transaction Specific Terms together constitute a single integrated Co-Lender Agreement under the Main Street Lending Program. For good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree to be bound by the Standard Terms and the Transaction Specific Terms set forth herein.

	<u>TRANSACTION SUMMARY</u>
Agreement Date:	_____ ¹
Initial Lender:	[ELIGIBLE LENDER FOR BILATERAL FACILITY]
Administrative Agent:	[ADMINISTRATIVE AGENT]²
New Lender:	_____ ³
Credit Agreement:	[CREDIT AGREEMENT DESCRIPTION]
Borrower:	[ELIGIBLE BORROWER FOR BILATERAL FACILITY]
Main Street Term Loan:	[IDENTIFY APPLICABLE LOAN TRANCHE FOR THE TERM LOANS UNDER THE MAIN STREET LENDING PROGRAM USING CREDIT AGREEMENT DEFINITIONS]

A. DEFINITIONS

Capitalized terms used in this Agreement shall have the respective meanings ascribed thereto in Section 1 of the Standard Terms, as supplemented by Section A of the Transaction Specific Terms and as otherwise may be provided in other provisions of this Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Agreement shall have the same meanings in this Agreement as in the Credit Agreement. Except as otherwise expressly set forth herein, each reference herein to "the Agreement," "this Agreement," "herein," "hereunder" or "hereof" shall be deemed a reference to this Agreement. If there is any inconsistency between the Transaction Specific Terms and the Standard Terms, the Transaction Specific Terms shall govern and control.

¹ Agreement Date to remain blank until filled in by the New Lender.

² Administrative Agent to be the same lender as the "Initial Lender".

³ Name of the New Lender to remain blank until filled in by the New Lender.

¹ To be left blank until completed by New Lender.

B. WIRE INSTRUCTIONS

New Lender's Wire Instructions:⁴

Bank: _____
ABA No.: _____
Acct.: _____
Acct. No.: _____ Attn.: _____ Ref.: _____

Initial Lender's Wire Instructions:⁵

Bank: _____
ABA No.: _____
Acct.: _____
Acct. No.: _____ Attn.: _____ Ref.: _____

Administrative Agent's Wire Instructions:⁶

Bank: _____
ABA No.: _____
Acct.: _____
Acct. No.: _____ Attn.: _____ Ref.: _____

C. NOTICE INFORMATION

New Lender's Address for Notices and Delivery:⁷

Attention:
Telephone:
Facsimile: Electronic Mail Address:

⁴ To remain blank until completed by New Lender.

⁵ To be completed by Initial Lender.

⁶ To be completed by Administrative Agent.

⁷ To remain blank until completed by New Lender.

Initial Lender's Address for Notices and Delivery:⁸

Attention:

Telephone:

Facsimile: Electronic Mail Address:

Administrative Agent's Address for Notices and Delivery:⁹

Attention:

Telephone:

Facsimile: Electronic Mail Address:

⁸ To be completed by Initial Lender.

⁹ To be completed by Administrative Agent.

IN WITNESS WHEREOF, Initial Lender, Administrative Agent, Borrower, Loan Parties and New Lender have executed this Agreement by their duly authorized officers or representatives.

INITIAL LENDER

[NAME OF INITIAL LENDER]

By: _____ Name: _____
Title: _____

ADMINISTRATIVE AGENT

[NAME OF ADMINISTRATIVE AGENT]

By: _____

~~**ADMINISTRATIVE AGENT**~~

~~**[NAME OF ADMINISTRATIVE AGENT]**~~

By: _____

By: _____ Name: _____
Title: _____

BORROWER

[NAME OF BORROWER]

By: _____ Name: _____
Title: _____

LOAN PARTIES

[NAME OF LOAN PARTIES]

By: _____ Name: _____
Title: _____

~~LOAN PARTIES~~

~~[NAME OF LOAN PARTIES]~~

By:- _____

NEW LENDER

_____ 1

By: _____ Name:
Title: _____