Summary of Eligible Main Street Loan Terms

Term Sheets Dated April 30, 2020

	New Loan Facility	Priority Loan Facility	Expanded Loan Facility
Eligible Lenders	U.S. federally insured depository institutions, U.S. branch or agency of a foreign bank, U.S. bank holding companies, U.S. savings and loan holding companies, U.S. intermediate holding company of a foreign banking organization or U.S. subsidiary of any of the foregoing. *At this time, nonbank financial institutions are not considered Eligible Lenders for purposes of the Program. However, the Federal Reserve is considering options to expand the list of Eligible Lenders in the future.		
Eligible Borrowers	Businesses (that are not "Ineligible Businesses" discussed below) with up to 15,000 employees or up to $5 billion in 2019 annual revenues. Must be a business that is created or organized in the United States or under the laws of the United States with significant operations in and a majority of its employees based in the United States. Affiliation rules apply for employee and revenue eligibility testing.		
How to Count Employees	To determine how many employees a Business has, it should follow the framework set out in the SBA's regulation at 13 CFR 121.106. As set out in 13 CFR 121.106, the Business should count as employees all full-time, part-time, seasonal or otherwise employed persons, excluding volunteers and independent contractors. Businesses should count their own employees and those employed by their affiliates. In order to determine the applicable number of employees, Businesses should use the average of the total number of persons employed by the Eligible Borrower and its affiliates for each pay period over the 12 months prior to the origination or upsizing of the Main Street loan.		

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How to Calculate Revenue	To determine its 2019 annual revenues, Businesses must aggregate their revenues with those of their affiliates. Businesses may use either of the following methods to calculate 2019 annual revenues for purposes of determining eligibility: (1) A Business may use its (and its affiliates') annual "revenue" per its 2019 Generally Accepted Accounting Principles-based (GAAP) audited financial statements; or (2) A Business may use its (and its affiliates') annual receipts for the fiscal year 2019, as reported to the Internal Revenue Service. For purposes of the Program, the term "receipts" has the same meaning used by the SBA in 13 CFR 121.104(a). If a potential borrower (or its affiliate) does not yet have audited financial statements or annual receipts for 2019, such borrower (or its affiliate) should use its most recent audited financial statements or annual receipts.		
Ineligible Businesses	Adopts list of businesses not normally eligible for SBA loans (but allows non-profits and religious instruction businesses), e.g., financial lending businesses, passive real estate businesses, life insurance, businesses located in a foreign country and various others.		
Combine PPP Loans or Other Main Street Loans?	PPP: Can combine PPP + Main Street. Eligible borrowers who have taken advantage of PPP loans may also take out loans under the Main Street Lending Program. Main Street: May not combine New Loan + either Expanded Loan or Priority Loan. Eligible borrowers may only participate in one of the three Main Street Lending Programs.		
Maturity	4 years.		

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Amortization/ No-Forgiveness	No payments for 1 year (unpaid interest capitalized); principal amortization of one-third due at the end of each of second, third and fourth years. No forgiveness.	No payments for 1 year (unpaid interest capitalized); principal amortization of 15% due at the end of each of second and third years and 70% at end of fourth year. No forgiveness.	No payments for 1 year (unpaid interest capitalized); principal amortization of 15% due at the end of each of second and third years and 70% at end of fourth year. No forgiveness.
Interest Rate	Adjustable – LIBOR (1 or 3 month) + 300 bps		
Minimum Size	$500,000	$500,000	$10,000,000
Maximum Size	<u>Lesser</u> of: (i) $25 million, or (ii) with outstanding undrawn available debt ≤ 4.0x 2019 adjusted EBITDA	<u>Lesser</u> of: (i) $25 million, or (ii) with outstanding undrawn available debt ≤ 6.0x 2019 adjusted EBITDA	<u>Lesser</u> of: (i) $200 million, (ii) with existing outstanding + committed but undrawn debt ≤ 6.0x 2019 EBITDA, or (iii) 35% of existing outstanding + undrawn available debt that is pari passue in priority and equivalent in secured status
EBITDA Adjustment Standard	Same methodology lender has previously used for adjusting EBITDA when extending credit (or originating or amending as to the upsize) to the Eligible Borrower or similarly situated borrowers on or before April 24, 2020.		

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Loan Classification	If the Eligible Borrower had other loans outstanding with the Eligible Lender as of December 31, 2019, such loans must have had an internal risk rating equivalent to a “pass” in the Federal Financial Institutions Examination Council’s supervisory rating system on that date.	If the Eligible Borrower had other loans outstanding with the Eligible Lender as of December 31, 2019, such loans must have had an internal risk rating equivalent to a “pass” in the Federal Financial Institutions Examination Council’s supervisory rating system on that date.	Existing loan must have had an internal risk rating equivalent to a “pass” in the Federal Financial Institutions Examination Council’s supervisory rating system as of December 31, 2019.
Seniority	At origination or during term, new loan may not be contractually subordinated in terms of priority to any of the Eligible Borrower’s other loans or debt instruments.	At origination or during term, new loan may not be contractually subordinated in terms of priority to any of the Eligible Borrower’s other loans or debt instruments.	At upsize or while upsize outstanding, upsize tranche must be senior to or pari passu with, in terms of priority and security, Eligible Borrower's other loans or debt (other than mortgage debt).
Collateral	Secured or unsecured term loan.	Secured or unsecured term loan.	May be secured by existing or new collateral, participating upsize must be secured pro rata.

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Origination	On or after April 24, 2020.	On or after April 24, 2020.	Must be an upsized term loan tranche of as part of credit facilities with same lender and borrower (which may be a secured or unsecured term loan or revolving credit facility) that was originated on before April 24, 2020 and as of the upsize, has a remaining maturity of at least 18 months (which may be measured including extension at upsize).
Prepayment	Permitted without penalty.		
Federal Reserve Sponsored Special Purpose Vehicle (SPV) Participation (available until September 30, 2020, unless extended)	95% of new loan (Eligible Lender must retain 5%), sharing risk pari passu.	85% of new loan (Eligible Lender must retain 15%), sharing risk pari passu.	95% of upsized tranche (Eligible Lender must retain 5%), sharing risk in the upsized tranche pari passu. Any collateral securing the loan (including the new tranche), whether pledged under the original terms or at the time of upsizing, will secure the loan participation on a pro rata basis.

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Fees	Facility Fee: 1.0% of principal participation amount payable by lender to SPV (which lender may require Borrower to pay). Origination Fee: Borrower will pay Lender an origination fee of up to 1.0% of the principal amount of the upsized tranche of the Eligible Loan at the time of upsizing. Servicing Fee: The SPV will pay an Eligible Lender 25 basis points of the principal amount of its participation in the upsized tranche of the Eligible Loan per annum for loan servicing.	Facility Fee: 1.0% of principal participation amount payable by lender to SPV (which lender may require Borrower to pay). Origination Fee: Borrower will pay Lender an origination fee of up to 1.0% of the principal amount of the upsized tranche of the Eligible Loan at the time of upsizing. Servicing Fee: The SPV will pay an Eligible Lender 25 basis points of the principal amount of its participation in the upsized tranche of the Eligible Loan per annum for loan servicing.	Upsizing Fee: Borrower will pay Lender a fee of 0.75% of the principal amount of the upsized tranche of the Eligible Loan at the time of upsizing. Servicing Fee: The SPV will pay an Eligible Lender 25 basis points of the principal amount of its participation in the upsized tranche of the Eligible Loan per annum for loan servicing.

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Lender Covenants	1. Use of Proceeds: The Eligible Lender must commit that it will not request that the Eligible Borrower repay debt extended by the Eligible Lender to the Eligible Borrower, or pay interest on such outstanding obligations, until the Eligible Loan (or upsize tranche, as applicable) is repaid in full, unless the debt or interest payment is mandatory and due, or in the case of default and acceleration (this restriction does not prohibit refinancing maturing debt). The Eligible Lender would not be prevented from accepting regularly scheduled, periodic repayments on a line of credit from an Eligible Borrower in accordance with the Eligible Borrower's normal course of business usage for such line of credit. 2. No Cancellation/Reduction of Credit Lines: Lender will not cancel or reduce any existing committed lines of credit to Eligible Borrower except in an event of default. This requirement does not prohibit the reduction or termination of uncommitted lines of credit, the expiration of existing lines of credit in accordance with their terms, or the reduction of availability under existing lines of credit in accordance with their terms due to changes in borrowing bases or reserves in asset-based or similar structures. 3. EBITDA/Eligibility: Lender must certify that adjusted EBITDA used to size the loan is based on the standard noted above and that it is eligible to participate in the program, including based on CARES Act conflict of interest prohibition. 4. Financial Condition Assessment: Eligible Lenders are expected to conduct an assessment of each potential borrower's financial condition at the time of the potential borrower's application.		

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Borrower Covenants	1. Use of Proceeds: Proceeds may not be used to repay the principal balance of, or paying any interest on, any debt until the Eligible Loan (or upsize tranche, as applicable) is repaid in full, unless the debt or interest payment is mandatory and due (this restriction does not prohibit refinancing maturing debt). However, *using the Priority Facility*, the Eligible Borrower may, at the time of origination of the Eligible Loan, refinance existing debt owed by the Eligible Borrower to a lender that is not the Eligible Lender. 2. No Cancellation or Reduction of Credit Lines: The Eligible Borrower will not seek to cancel or reduce any of its committed lines of credit with the Eligible Lender or any other lender. 3. Solvency: The Eligible Borrower must certify that it has a reasonable basis to believe that, as of the date of origination (or upsizing, as applicable) of the Eligible Loan and after giving effect to such loan (or upsize, as applicable), it has the ability to meet its financial obligations for at least the next 90 days and does not expect to file for bankruptcy during that time period. 4. Reasonable Efforts to Maintain Payroll/Employees: The Eligible Borrower will make reasonable efforts to maintain its payroll and retain its employees during the term of the new (or upsized tranche) of Eligible Loan. 5. Stock Buybacks/Dividends: Any borrower whose securities are publicly traded must agree not to engage in stock buybacks for the duration of the loan plus one year (except to the extent required under a preexisting contractual obligation), and each applicant (i.e., whether or not public) must agree not to pay dividends on common stock for the duration of the loan plus one year, except that an S corporation or other tax pass-through entity that is an Eligible Borrower may make distributions to the		

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<tr><th></th><th>New Loan Facility</th><th>Priority Loan Facility</th><th>Expanded Loan Facility</th></tr>
<tr><td></td><td colspan="3">extent reasonably required to cover its owners’ tax obligations in respect of the entity’s earnings.

6. Compensation Limits: For the duration of the loan plus one year, the Eligible Borrower must agree to the following: (a) for any non-union employee or officer whose 2019 total compensation exceeded $425,000, total compensation for any 12-month period may not exceed 2019 total compensation levels; (b) for any employee or officer whose 2019 total compensation exceeded $3.0 million, total compensation for any 12-month period may not exceed the sum of (i) $3.0 million plus (ii) 50 percent of the excess over $3.0 million; for any person in either of the above categories, severance upon termination may not exceed two times 2019 maximum total compensation.</td></tr>
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