MAIN STREET LOAN TERMS

Eligibility (same for all loans)

- Borrower business must have been established prior to March 13, 2020.
- Borrower has 15,000 or fewer employees, or had 2019 annual revenue less than $5 billion. Note that affiliation rules have to be followed to determine revenue and number of employees just as if this were a PPP loan, but there are no general exclusions from affiliation like under PPP (i.e. NAICS code 72, franchises etc.).
- Organized in the United States with significant operations in and a majority of employees based in the United States. Joint ventures must have no more than 49% participation by a foreign entity.
- Must not participate in another Main Street Loan facility or the Primary Market Corporate Credit Facility.
- Businesses that have received PPP loans are eligible to borrow.
- Must not be an Ineligible Business as defined at CFR 120.110 (b)-(j) and (m)-(s).
- If the borrower had other loans with the lender as of December 31, 2019, (or in the case of Expanded Loans, the Expanded Loan) such loans must have had an internal risk rating of "pass" in the Financial Institutions Examination Council's rating system.
- Hedge funds and private equity funds are not eligible for these loans, but their portfolio companies are.
- Lenders will conduct a financial assessment, but requirements in the various terms sheets are minimum standards for lenders to follow.

Terms that apply to all loans

- Secured or Unsecured Term Loan with 4 year maturity.
- Principal and interest payments deferred for one year, unpaid interest will be capitalized and loans are not forgivable.
- Adjustable rate of LIBOR (1 or 3 months) + 300 basis points.
- Prepayment permitted without penalty.
- Borrower has to make commercially reasonable efforts to retain payroll and employees while the loan is outstanding.
- Loans are available until September 30, 2020 and $600 billion of loans are available in the aggregate.
- Not-for-profits currently do not qualify for the program.

Borrower Certifications for all loans

- Borrower must commit to refrain from repaying principal balance of, or paying interest on, any debt until the Main Street Loan is repaid in full, other than mandatory and due payments and other that in connection with the Main Street Priority Facility.
- Borrow must not seek to cancel or reduce any of its committed lines of credit.
- Borrower must certify that it has a reasonable basis to believe that, after giving effect to the Main Street Loan, it has the ability to meet its financial obligations for at least 90 days and does not expect to file for bankruptcy.
- Borrower must commit to following compensation, stock purchase, and capital distribution restrictions.

- Only tax distributions for entities taxed as an S. Corp. are permitted. Other distributions are not permitted while the loan is outstanding and for 12 months thereafter.
- From the date the loan agreement is executed through 12 months after the loan is repaid, no officer or employee whose total compensation exceeded $425,000 in 2019 will (i) receive compensation above the 2019 level unless subject to a pre-existing collective bargaining agreement, or (ii) severance pay exceeding twice the 2019 compensation amount.
- No officer or employee whose 2019 compensation exceeded $3,000,000 may receive the sum of (i) $3,000,000, and (ii) 50% of the excess over $3,000,000. (Forcing high-compensation pay cuts for those that take loans).
- Compensation is broadly defined and includes salary, bonuses , stock, or other financial benefits.

- Borrower must certify that it is eligible to participate.

New Facility

- Loan amount: minimum of $500,000, maximum of the lesser of (i) $25 million or (ii) an amount that, when added to the Eligible Borrower's existing outstanding and undrawn available debt, does not exceed 4x 2019 EBITDA.
  - EBITDA is calculated the same way as current bank documents as of 4/24/20, or if there aren't current bank documents with the lender, then as the lender has calculated EBITDA with "similarly situated" borrowers.
- Principal amortization of one third at the end of the second year, one third at the end of the third year, and one third at maturity.
- SPV will purchase 95% participation in the loan.
- Lenders must pay to the SPV a fee equal to 100 basis points of the principal amount of the loan. This fee may be passed to the borrower. Borrowers will pay an origination fee of up to 100 basis points of the principal amount of the loan.
- This loan cannot be junior in priority in a bankruptcy to the borrower's other unsecured debt.

Expanded Facility

- The expanded loan facility upsizes a loan that existed prior to April 24, 2020, and that had a remaining maturity of at least 18 months (taking into account any adjustments in maturity including at the time of upsizing).
- Loan amount: minimum of $10 million, maximum of the lesser of (i) $200 million or (ii) 35% of the borrower's existing outstanding and undrawn debt that is equal in priority and secured status with the Main Street loan or (iii) an amount that, when added to the borrower's existing outstanding and undrawn available debt, does not exceed 6x 2019 EBITDA.
  - EBITDA is calculated the same way as current bank documents as of 4/24/20.
- Principal amortization of 15% at the end of the second year, 15% at the end of the third year, and balloon payment of 70% at maturity at the end of the fourth year.
- SPV will purchase 95% participation in the upsized tranche of Expanded Loans.
- Loan must be senior or pari passu, in terms of priority and security. with all of borrower's other debt (other than mortgage debt), and any collateral that secured the loan being expanded must also secure the expanded amount.
- Lenders must pay to the SPV a fee equal to 75 points of the principal amount of the upsized tranche. This fee may be passed to the borrower. Borrowers will pay an origination fee of up to 75 basis points of the principal amount of the upsized tranche.

Priority Facility

- Loan amount: minimum of $500,000, maximum of the lesser of (i) $25 million or (ii) an amount that, when added to the borrower's existing outstanding and undrawn available debt, does not exceed 6x 2019 EBITDA.
  - EBITDA is calculated the same way as current bank documents as of 4/24/20, or if there aren't current bank documents with the lender, then as the lender has calculated EBITDA with "similarly situated" borrowers.
- Principal amortization of 15% at the end of the second year, 15% at the end of the third year, and balloon payment of 70% at maturity at the end of the fourth year.
- SPV will purchase 85% participation in the Priority Loan.
- Under the priority facility only, previously outstanding debt owing to a lender that is not the lender making this loan can be refinanced with proceeds from the loan.
- Loan must be senior or pari passu, in terms of priority and security. with all of borrower's other debt (other than mortgage debt).
- Lenders must pay to the SPV a fee equal to 100 basis points of the principal amount of the loan. This fee may be passed to the borrower. Borrowers will pay an origination fee of up to 100 basis points of the principal amount of the loan.