**INSTRUCTIONS FOR THE ELIGIBLE LENDER REQUEST FOR**

**LOAN MODIFICATION OR WAIVER FORM**

*MAIN STREET LENDING PROGRAM*

**PURPOSE**: Under the Main Street Lending Program Participation Agreement (the “Participation Agreement”) between the applicable eligible lender (“Eligible Lender”) and MS Facilities LLC (the “Main Street SPV”), subject to certain exceptions, the Eligible Lender shall only take (or refrain from taking) “Core Rights Acts” (as defined in the Participation Agreement) in accordance with the prior instructions of the Main Street SPV. To obtain such instructions, an Eligible Lender should complete and submit the Eligible Lender Request for Loan Modification or Waiver Form (“Form”) in accordance with the instructions provided below.

The Form is intended for use only to seek direction from the Main Street SPV on a “Core Rights Act.” Amendments or modifications concerning non-Core Rights Acts are within the discretion of the Eligible Lender, although certain such acts may trigger after-the-fact notification requirements under the Participation Agreement. This Form is not to be used if the relevant loan participation has been elevated into an assignment by the Main Street SPV.

These instructions shall act as a request by the Main Street SPV to the Seller (i.e., the Eligible Lender) under Section 9.1 of the Participation Agreement to submit the Form as directed herein.

If you are uncertain as to whether an action constitutes a Core Rights Act, you can complete and submit the Form, and the Main Street SPV will evaluate the request.

**COMPLETION INSTRUCTIONS:**

1. Provide the Main Street Participation ID (e.g., MSP-XXXXXXXXX) assigned to the loan that is the subject of the request in the Main Street Portal.
2. Indicate whether the Eligible Lender is seeking a determination that the action constitutes a Core Rights Act.
3. Provide a detailed summary of the proposed request in the Description of Request section.
4. Provide the definitive, final amendment, waiver, or other documentation that will be entered into to effect the relevant Core Rights Act.
5. Review the Core Rights Act checklist and check all Core Rights Act categories that apply to the request.
6. Attach all documentation needed for the Main Street SPV to assess the request. Documents can either be embedded into the Form or attached to the request email as PDF file attachments.
7. Ensure the Form has been signed and dated by a duly authorized employee or officer of the Eligible Lender, who has also been designated as an Authorized User within the Main Street Portal.
8. Submit the request by secured encrypted email to [lenderinquiry@mainstreetlendingadmin.org](mailto:lenderinquiry@mainstreetlendingadmin.org).

The Main Street SPV will respond via email in a timely manner to all requests.

**ELIGIBLE LENDER REQUEST FOR LOAN MODIFICATION OR WAIVER FORM**

***MAIN STREET LENDING PROGRAM***

|  |  |
| --- | --- |
| ***Main Street Loan Program Participation ID*** (e.g., MSP-XXXXXXXXX): |  |

***Check the box if the Eligible Lender is seeking a determination that the action constitutes a Core Rights Act***

***Description of Request:***

|  |
| --- |
| *[Insert a full description of the instructions or approval being requested by the Eligible Lender and the circumstances giving rise to the request. Identify the specific Core Rights Act(s) that are the subject of the request. Provide the text of the definitive, final amendment, waiver, or other documentation that will be entered into to effect the relevant Core Rights Act. Attach supporting documents here. (Remove these instructions when preparing request).]* |

***Please indicate below which categories of Core Rights apply to the above noted Request (Check all that apply):***

**“Core Rights Act**” means any action (or inaction) with respect to the Transferred Rights and Assumed Obligations to the extent such action (or inaction) would result in:

(i) any extension, increase or reinstatement of any commitment with respect to the Transferred Rights or Assumed Obligations;

(ii) any reduction in the principal, the rate of interest or any fees or other amounts payable in respect of the Transferred Rights or Assumed Obligations, including, without limitation, any Loan Forgiveness;

(iii) any delay or postponement of any date scheduled for any payment of principal, interest, fees or other amounts payable in respect of the Transferred Rights or Assumed Obligations or any reduction in the amount of, waiver or excuse of any such payment;

(iv) any change of the pro rata sharing provisions or application of proceeds provisions in the Credit Documents affecting the Transferred Rights or Assumed Obligations;

(v) any release of all or substantially all of the collateral provided for the Transferred Rights or Assumed Obligations in any transaction or series of transactions or all or substantially all of the value of the Guaranties in respect of the Transferred Rights or Assumed Obligations;

(vi) the waiver of any condition precedent to closing, effectiveness or funding under the Credit Agreement to the extent applicable to the Transferred Rights or Assumed Obligations;

(vii) any amendment to, modification of, waiver of or consent to any departure from any provision in any Credit Document, including any mandatory prepayment, relating to Borrower’s certifications and covenants in Section 2 (CARES Act Borrower Eligibility Certifications and Covenants) or Section 3 (FRA and Regulation A For Borrower Eligibility Certifications) of the Borrower Certifications and Covenants;

(viii) any amendment to, modification of, waiver of or consent to any departure from any provision in any Credit Document requiring the periodic financial reporting by Borrower or any other Obligor, other than any consent to the temporary delay in (but not the permanent waiver of) delivery of any such periodic financial reporting (A) originally required to be delivered on or before September 30, 2020 or (B) originally required to be delivered after September 30, 2020 for a period not to exceed ninety (90) days after such original delivery requirement date;

(ix) the express subordination of (A) the Loans or (B) any Encumbrance in or over all or substantially all of the Loan Collateral that has been, or is purported to have been, granted (or otherwise created) to or for the benefit of the Lenders under the Credit Documents;

(x) any greater restriction on the ability of, or any additional consent necessary for, any Lender to assign, participate or pledge its rights or obligations under any Credit Document;

(xi) an adverse effect on the Transferred Rights that would be disproportionate to the effect on any other class of obligations under a Credit Document;

(xii) any amendment to, modification of, waiver of or consent to any departure with respect to any provision in any Credit Document that provides a default or event of default upon the acceleration of any other indebtedness owed by Borrower to Seller or a Commonly Controlled Affiliate of Seller (any such default or event of default, a “**Seller Debt Cross-Acceleration**”);

(xiii) the declaration, or failure to declare, any obligations of Borrower due and payable upon the occurrence and during the continuance of a Seller Debt Cross-Acceleration;

(xiv) the exercise, or failure to exercise, of any rights or remedies with respect to any of the Loan Collateral at any time that Seller or any Commonly Controlled Affiliate of Seller, or any of their respective agents or representatives, is exercising rights or remedies with respect to any collateral securing, or purporting to secure, any indebtedness owed by Borrower to Seller or any Commonly Controlled Affiliate of Seller the default under which has resulted in a Seller Debt Cross-Acceleration; and

(xv) any change to any lender voting approval level under or pursuant to any Credit Document with respect to any of the foregoing.

**Lender Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By (Signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_