

**COMMITMENT LETTER UNDER
THE MAIN STREET LENDING PROGRAM**

Lender: _____

Borrower: _____

Purchase Amount: \$ _____

Commitment Date: _____

Reference Number: _____

This Commitment Letter under the Main Street Lending Program (this “**Commitment Letter**”) is delivered by MS Facilities LLC (the “**SPV**”) with respect to the proposed sale by the Lender to the SPV of a participation interest (the “**Participation**”) of the Purchase Amount of an eligible loan to be made by the Lender to the Borrower (the “**Eligible Loan**”) under the Main Street Lending Program (the “**Program**”) (as used herein, the terms “**Lender**,” “**Borrower**,” “**Purchase Amount**” and “**Commitment Date**” shall refer to what is provided above).

The Participation has been requested by the Lender pursuant to the following signed documentation that has been completed by the Lender or, as applicable, the Borrower in connection with the Eligible Loan on the most recent forms published by the Federal Reserve Bank of Boston to its website, which is currently at <http://www.bostonfed.org>: (i) the Participation Agreement under the Main Street Lending Program Transaction Specific Terms (including the standard terms and conditions incorporated by reference therein, the “**Participation Agreement**”), (ii) the Servicing Agreement under the Main Street Lending Program (the “**Servicing Agreement**”), (iii) the Assignment and Assumption for the Main Street Lending Program, executed in blank, (iv) if applicable, the Co-Lender Agreement under the Main Street Lending Program Transaction Specific Terms (including the standard terms and conditions incorporated by reference therein), (v) the Lender Transaction Specific Certifications and Covenants and (vi) the Borrower Certifications and Covenants (such documentation, collectively, the “**Transaction Specific Documentation**”).

The Lender has also provided to the SPV the following signed documentation that has been completed by the Lender in connection with the Lender’s registration under the Program on the most recent forms published by the Federal Reserve Bank of Boston on its website at the time such documentation was submitted: (i) the Lender Registration Certifications and Covenants and (ii) the Seller Wire Instructions Direction (such documentation, collectively, the “**Lender Registration Documentation**” and, together with the Transaction Specific Documentation, the “**Required Documentation**”).

We are pleased to inform you that, based upon the review by the SPV of the Required Documentation, and in reliance by the SPV on the representations, warranties, covenants and certifications set forth in the Required Documentation, the Participation by the SPV in the Eligible Loan has been approved for inclusion in the Program.

In furtherance of the foregoing, in consideration of the mutual covenants and agreements in, and subject to the terms and conditions of, the Required Documentation, the SPV hereby commits to purchase the Participation by (i) countersigning, dating and returning (as applicable) the Participation Agreement and the Servicing Agreement on or before the Outside Date (as defined below) and (ii) paying the Purchase Price

(as defined in the Participation Agreement) as set forth in the Participation Agreement to the Lender by payment to the account of the Lender set forth in the Seller Wire Instructions Direction on or before the Outside Date. As used herein, the term “**Outside Date**” shall mean either the next business day following the date of submission of the Lender Funding Notice (as defined below) by the Lender if such Lender Funding Notice is received by the SPV before 7 p.m. ET, or the second business day following the date of submission of the Lender Funding Notice by the Lender if such Lender Funding Notice is received by the SPV on or after 7 p.m. ET.

Upon receipt of this Commitment Letter, the Lender shall arrange the funding of the entire principal amount of the Eligible Loan by the Lender to the Borrower ***within three business days*** of the Commitment Date and provide the SPV with a written notice of the date the funding occurred by entering this date in the appropriate field in a portal designated by the SPV (the “**Lender Funding Notice**”).

This Commitment Letter shall automatically terminate, without any further action by the SPV or the Lender, upon the earliest to occur of (i) the payment of the Purchase Price to the Lender or (ii) the date four business days following the date of this Commitment Letter, if no Lender Funding Notice has been received by such date.

No amendment or waiver of any provision of this Commitment Letter, and no consent to any departure therefrom, shall be effective unless in writing and executed by the SPV and the Lender. Neither the SPV nor the Lender shall be permitted to assign or transfer any of their rights or obligations under this Commitment Letter. This Commitment Letter is solely for the benefit of the Lender and nothing contained in this Commitment Letter is intended or shall be deemed to create or confer any rights upon any third party that is not the Lender, whether as a third-party beneficiary or otherwise.

The words “executed,” “signed,” “signature,” and words of like import as used above and elsewhere in this Commitment Letter 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.

The illegality, invalidity or unenforceability of any provision of this Commitment Letter under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

THIS COMMITMENT LETTER, THE RIGHTS AND OBLIGATIONS OF THE LENDER AND THE SPV UNDER THIS COMMITMENT LETTER AND ANY CLAIM OR CONTROVERSY DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS COMMITMENT LETTER (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL IN ALL RESPECTS BE GOVERNED BY AND INTERPRETED, CONSTRUED AND DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION THEREOF THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION).

MS FACILITIES LLC

By: _____
Name:
Title: