

LoanStreet LLC

SUMMARY

MASTER TERMS OF SYNDICATION

For your convenience, LoanStreet LLC has provided the following summary of the Master Terms of Syndication. The full agreement starts immediately following the table of contents on the next page.

PLEASE NOTE THAT THIS PAGE IS A SUMMARY ONLY.

YOU SHOULD READ THE MASTER TERMS OF SYNDICATION IN ITS ENTIRETY AS IT IS THAT DOCUMENT WHICH CONTROLS AND GOVERNS YOUR OBLIGATIONS AND NOT THIS SUMMARY.

Lead Lender shall provide current information regarding the loan throughout its term, including:

- the material terms of the loan;
- the historical payment history, including timeliness of payments;
- the historical amendment and default history; and
- the documents provided by the Borrower under the Loan Documents, including financial information regarding the Borrower and notices provided pursuant to the Loan Documents.

Lead Lender shall service the loan and shall do so in accordance with acceptable practices of, and ordinary care exercised by, prudent lending institutions and in a manner satisfactory to any state or federal bank and credit union examination authorities, as applicable.

Lead Lender shall promptly distribute amounts received pursuant to the loan to the syndicate.

Lead Lender shall not amend or modify the loan documents except as permitted by the Master Terms of Syndication.

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LoanStreet LLC

MASTER TERMS OF SYNDICATION

**RECITALS**

Lead Lender has agreed to sell to Co-Lender and Co-Lender has agreed to purchase from Lead Lender an undivided interest in the Loan (the "Purchase").

Each party has agreed that all rights, responsibilities, and obligations relating to the Purchase shall be governed by the Master Terms of Syndication (the "Terms of Syndication") published by LoanStreet LLC at the time the Loan was first made available for sale by the Lead Lender on the Platform.

Each party has agreed to conduct the sale and purchase on the Platform provided by LoanStreet LLC and be subject to all of the terms and conditions of using the Platform.

THEREFORE, for good and valuable consideration, each party agrees to the following:

1. Definitions
  - a. Defined Terms

As used herein (including in the recitals), the following terms shall have meanings specified below:

"Borrower" means the borrower, debtor, obligor or, in the event of a conditional sale contract or installment retail contract, purchaser, as defined in the Loan Documents.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Co-Lender" means the purchaser of the Loan Assignment set forth in the Confirmation.

"Confirmation" means the confirmation delivered by LoanStreet LLC, in substantially the same form as Exhibit A-1 and A-2, as applicable, through electronic means, to the Lead Lender and to Co-Lender in connection with the Purchase.

"Debtor Relief Law" means the Bankruptcy Code of the United States and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Distributable Interest" means any interest paid by Borrower with respect to the Loan less any Servicing Spread.

"Eligible Borrower Expenses" means the reasonable out-of-pocket expenses and costs incurred by the Lead Lender directly associated with the Loan, including the payment of taxes, insurance, outside legal

counsel fees and costs, accountants, costs associated with perfecting and maintaining a security interest in any collateral, costs associated with maintaining, preserving, repairing, or managing and operating any collateral and costs associated with enforcing any provision of the Loan Documents, including any foreclosure proceedings, excluding (i) general overhead expenses of the Lead Lender; or (ii) servicing fees incurred by and charged to Lead Lender by any third-party servicer engaged by Lead Lender pursuant to Section 5(e)(i)(2).

“Servicing Spread” means the portion of interest, if any, paid by the Borrower to the Lead Lender representing the fee paid to the Lead Lender for servicing the Loan disclosed to Co-Lender at the time of purchase and set forth in the Confirmation.

“Lead Lender” means the lead lender set forth in the Confirmation.

“Loan” means the term loan, installment retail contract, or conditional sales contract, as applicable, with the LoanStreet ID set forth in the Confirmation and shall exclude any revolving credit facilities, letter of credit facilities, swingline facilities or any similar type of revolving loan or facility.

“Loan Assignment” means an undivided interest in the Loan, including the right to Loan Collections and the right to approve certain changes in the Loan Documents, all in proportion to the Co-Lender’s Loan Assignment Percentage and with the same rights and priority as other holders of the Loan.

“Loan Assignment Amount” is the aggregate principal amount of the Loan Assignment as of the Loan Assignment Effective Date equal to the Purchase Amount divided by the Percentage of Par.

“Loan Assignment Effective Date” means the Business Day (i) in the event of a purchase of a Loan Assignment after the Loan has been originated, on which either the Lead Lender or LoanStreet LLC actually receives the proceeds from the Purchase on behalf of the Lead Lender; and (ii) in the event of a purchase of a Loan Assignment in connection with or at the time of origination of the Loan, on the day the Loan becomes effective as between the Lead Lender and the Borrower.

“Loan Assignment Percentage” is the percentage equal to Loan Assignment Amount divided by the aggregate outstanding principal amount of the Loan as of the Loan Assignment Effective Date multiplied by 100.

“Loan Collections” means monies received by the Lead Lender on account of the Loan from or on behalf of the Borrower or any other Loan Obligor, including any (i) reimbursed Eligible Borrower Expenses, (ii) interest and principal, (iii) Loan Fees, (iv) distributions from insurance policies; (v) monies received in connection with the exercising of the right of set-off; and (vi) monies received in connection with any bankruptcy or foreclosure proceedings, including from the disposition or sale of any collateral or otherwise.

“Loan Documents” means the credit agreement, loan agreement, conditional sales contract, or installment retail contract (or similar agreement) relating to the Loan, notes evidencing the Loan, and all other instruments, documents or agreements evidencing, securing or supporting the Loan, including any documents pertaining to any collateral thereof.

“Loan Fees” means all fees or penalties, e.g., late fees or prepayment penalties, paid by Borrower on account of the Loan to the Lead Lender other than fees paid solely on account of (i) the initial origination of the Loan or (ii) the administering or servicing of the Loan.

“Loan Obligor” shall include the Borrower, any guarantor or any other person liable for the repayment or performance of the Loan.

“LoanStreet ID” means the identification number provided by LoanStreet LLC for each loan on the Platform and set forth on the Confirmation.

“LoanStreet LLC” means the Delaware limited liability company owning and operating the Platform.

“Maximum Syndication Percentage” is equal to the maximum percentage of the Loan that Lead Lender may sell, assign or otherwise participate as disclosed to Co-Lender at the time of the Purchase and set forth in the Confirmation.

“Minimum Purchase Amount” means a principal amount equivalent to (i) one percent (1%) of the aggregate principal amount of the Loan; or (ii) in the event the Lead Lender has selected the “whole purchase option”, the Maximum Syndication Percentage of the outstanding aggregate principal amount of the Loan as of the Loan Assignment Effective Date.

“Percentage of Par” is equal to the percentage (with 100% equal to par value) disclosed to Co-Lender at the time of the Purchase and set forth in the Confirmation.

“Platform” means the website available at [www.loan-street.com](http://www.loan-street.com), including any subdomains, and the services provided therein to Lead Lender and Co-Lender.

“Purchase Amount” is the actual U.S. dollar amount paid by Co-Lender to Lead Lender to purchase the Loan Assignment as set forth in the Confirmation.

“Registration Agreement” means the LoanStreet LLC registration agreement executed by each of Lead Lender and Co-Lender under which, among other matters, each of Lead Lender and Co-Lender agreed to be bound by the Terms of Syndication, respectively.

b. Interpretation

Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural depending on the reference. A gender includes all genders. References herein to any Section, Schedule or Exhibit shall be to a Section, a Schedule or an Exhibit, as the case may be, of the Terms of Syndication unless otherwise specifically provided. Any reference to an agreement or document shall be deemed to include all exhibits, annexes, appendices and schedules thereto. The use herein of the word “include” or “including”, when following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather

shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. The words “hereof”, “herein” and “hereunder”, and words of similar import, when used in any document shall refer to such document as a whole and not to any particular provision of such document.

In the computation of a period of time from a specified date to a later date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”.

In addition, (i) references herein to agreements shall be deemed to include all subsequent amendments, restatements, amendments and restatements, novations, modifications, supplements, changes, replacements and waivers to such instruments, but only to the extent that such amendments, restatements, amendments and restatements, novations, modifications, supplements, replacements, changes and waivers are permitted or not prohibited by the terms of the Terms of Syndication or the affected agreement and references herein to any defined term, section, clause or article of such agreements shall be deemed to refer to such defined term, section, clause or article of such agreements, as amended, restated amended and restated, supplemented, modified or replaced, as appropriate, (ii) references herein to “applicable law” are to be construed as including all statutory provisions consolidating, amending, substituting, reenacting, modifying or replacing any applicable law to which such reference is made and all rules and regulations promulgated pursuant to any such applicable law, (iii) references herein to persons include their respective successors and permitted assigns and, in the case of any governmental authority, any person succeeding to any of its functions and capacities and (iv) references to days shall refer to calendar days, unless Business Days are specified; references to weeks, months or years shall be to calendar weeks, months or years, respectively.

## 2. Purchase & Sale; Assignment & Assumption

- a. Lead Lender agrees to assign, sell and transfer and Co-Lender agrees to purchase and assume without recourse the Loan Assignment in aggregate principal amount equal to the Loan Assignment Amount as of the Loan Assignment Effective Date.
- b. Co-Lender’s Loan Assignment, any other co-lender’s interest in the Loan and the Lead Lender’s interest in the Loan shall all be ratably concurrent, and none of the interests by any party in the Loan shall have priority over the other interests.
- c. In order to be effective, at the time of the Loan Assignment Effective Date, the Loan Assignment Amount must be greater than or equal to the Minimum Purchase Amount.

## 3. Representations and Warranties of Lead Lender & Co-Lender

- a. Lead Lender represents, warrants and acknowledges to each of Co-Lender and LoanStreet LLC that:

- i. the Registration Agreement, to which the Terms of Syndication is annexed and is a part, has been duly authorized, executed and delivered by Lead Lender and constitutes a legal, valid and binding obligation of the Lead Lender enforceable in accordance with its terms;
- ii. the Loan Documents have been duly authorized, executed and delivered by Lead Lender and constitute a legal, valid and binding obligation of the Lead Lender enforceable in accordance with their terms, in each case, to the extent applicable;
- iii. the Purchase has been duly authorized;
- iv. with respect to the Loan, the Purchase and the other terms and conditions of the Terms of Syndication (including the requirement to provide certain documents to Co-Lender) do not contravene any provision of the Loan, the Loan Documents or applicable law;
- v. the Purchase and any assignment of Lead Lender's interest in the Loan is permitted by the Loan Documents and applicable law and Lead Lender has obtained any necessary consents under the Loan Documents or applicable law;
- vi. it is a United States person within the meaning of Section 7701(a)(30) of the Code;
- vii. unless otherwise waived by the Borrower, it has provided the Borrower with a duly completed and executed IRS Form W-9, or otherwise established an exemption from withholding taxes; and
- viii. it has accurately provided to Co-Lender without contravening any terms or provisions of the Loan Documents or applicable law, including any confidentiality provisions thereunder:
  - (1) all material terms regarding the Loan and its current status, including the current principal amount outstanding;
  - (2) all material documents regarding the Loan provided by the Borrower under the Loan Documents;
  - (3) all written notices regarding the Loan provided under the Loan Documents, excluding payment reminder notices delivered in the ordinary course;
  - (4) the current and historical payment performance of the Borrower under the Loan; and

- (5) the current and historical default history of the Borrower under the Loan.
- b. Co-Lender represents, warrants and acknowledges to each of Lead Lender and LoanStreet LLC that:
  - i. the Registration Agreement, to which the Terms of Syndication is annexed and is a part, has been duly authorized, executed and delivered by the Co-Lender and constitutes a legal, valid and binding obligation of the Co-Lender enforceable in accordance with its terms;
  - ii. the Purchase is being made for the purpose of investment and with no present intention of disposing of the Loan Assignment or with a view to distribution;
  - iii. the Purchase has been duly authorized;
  - iv. it has made its own evaluation of all collateral securing the Loan, if any, and its own appraisal of the creditworthiness of the Borrower and any other Loan Obligor;
  - v. it is a United States Person within the meaning of Section 7701(a)(30) of the Code;
  - vi. it has delivered to LoanStreet LLC, pursuant to the Registration Agreement, a duly completed IRS Form W-9 certifying that it is exempt from U.S. federal withholding tax;
  - vii. Co-Lender hereby confirms that it has independently, without reliance on Lead Lender or LoanStreet LLC, determined to its satisfaction the suitability of its investment in the Loan and all other matters relating to the Borrower, any other Loan Obligors, the value and quality of any collateral, and that Co-Lender is not relying on any representations or statements made by Lead Lender (other than those expressly made by the Lead Lender herein) or LoanStreet LLC;
  - viii. Borrower and its principals may have, and may engage from time to time in, other business relationships with Lead Lender and that the Terms of Syndication does not grant to Co-Lender any interests or rights in such other relationships or in the profits or losses derived therefrom; and
  - ix. with respect to the Co-Lender and the Loan, the Purchase and the other terms and conditions of the Terms of Syndication do not contravene any provision of applicable law.



c. Additional Representations

- i. The responsibility for the sale and purchase of the Loan Assignment and for agreeing to be bound by the Terms of Syndication with respect thereto rests solely upon each of Lead Lender and Co-Lender, based upon an independent analysis of the financial and other information collected to date and made available pursuant to these Terms of Syndication and each of the Lead Lender and Co-Lender represents the information it has received is adequate under its procedures of analysis and approval.
- ii. For the duration of the Loan and during any time title to any collateral is acquired and held by Lead Lender or Co-Lender, each of Lead Lender and Co-Lender will make its own credit analysis and decisions when taking any action under the Loan Documents or Terms of Syndication, as applicable.
- iii. Neither LoanStreet LLC nor Lead Lender makes any representations or warranties with respect to the due execution, legality, accuracy, authenticity, completeness, validity or enforceability of the Loan Documents by Borrower;
- iv. Neither LoanStreet LLC nor Lead Lender makes any representation or warranty as to, nor shall either LoanStreet LLC or Lead Lender have any responsibility or liability, express or implied, for, the collectability, enforceability, genuineness or validity of the value of any collateral supporting the Loan, or for any information provided by any Borrower, any other Loan Obligor, or any other party (including appraisers or credit reporting agencies) and furnished to Co-Lender by Lead Lender relating to the Borrower, any other Loan Obligor or any collateral;
- v. Each of Lead Lender and Co-Lender agrees that LoanStreet LLC has not provided any independent information or analysis regarding the Loan, Loan Documents, any collateral, the Borrower or any other Loan Obligor and neither party has relied upon LoanStreet LLC for its decision to be bound by the Terms of Syndication with respect to the Loan, or to purchase or sell the Loan Assignment.

4. Risk of Losses; No Fiduciary Duty

- a. Each of Lead Lender and Co-Lender assumes all risk of loss in connection with their respective interests in the Loan (both before and after giving effect to the Purchase) as if each of Lead Lender and Co-Lender had made the Loan and any advances thereon directly to the Borrower.

- b. Each of Lead Lender and Co-Lender accepts the full risk of non-payment of the Loan.
- c. LoanStreet LLC will not have any responsibility for (A) the performance or observance by the Borrower or any other Loan Obligor of any of the terms, covenants or conditions of the Loan Documents, or for the financial condition of any Loan Obligor or (B) compliance of the sale and purchase of the Loan Assignment with the terms and conditions of the Loan Documents, or compliance by the Lead Lender or Co-Lender with the terms and conditions of the Loan Documents, including any assignment and confidentiality provisions.
- d. None of LoanStreet LLC, Lead Lender or Co-Lender is a fiduciary to any other party hereunder.

5. Agent; Intercreditor Provisions

Notwithstanding the Co-Lender's economic, legal and beneficial ownership of the Loan Assignment (after giving effect to the Purchase), Co-Lender and Lead Lender hereby agree to the following:

a. Appointment of Lead Lender as Agent

Co-Lender hereby authorizes Lead Lender to act as its agent with respect to the Loan Assignment in accordance with the Terms of Syndication and, to the extent applicable, the Loan Documents. Lead Lender hereby agrees to act upon the express conditions contained in the Terms of Syndication and the Loan Documents, as applicable. Each of Lead Lender and Co-Lender further agree that to the extent there is any conflict between the Terms of Syndication and any term or condition in the Loan Documents that is the subject of the Terms of Syndication, the Terms of Syndication shall control and govern.

b. Non-Platform Borrower Obligations to Lead Lender

To the extent permitted by applicable law and any existing agreement, including any existing intercreditor provisions or other agreements regarding seniority of liens on collateral, if Lead Lender forecloses, exercises any rights of set-off, or otherwise realizes on any collateral securing the Loan but which also acts as security for other loans or obligations from the Lead Lender to the Borrower that have not been syndicated on the Platform by Lead Lender to any co-lender, any proceeds from such common collateral, shall be allocated between the Loan and any other such loan or obligation between Lead Lender and the Borrower, FIRST to the Loan (and any other loan syndicated on the Platform by Lead Lender) to be distributed pursuant to the provisions of this Section and, upon payment in full of all amounts owed under the Loan (and any other loan syndicated on the Platform by Lead Lender), to Co-Lender, Lead Lender and all other co-lenders in the Loan, then, to the extent of any excess funds, SECOND, to any other loan or obligation between Lead Lender and the Borrower.

c. Other Platform Borrower Obligations to Lead Lender

To the extent permitted by applicable law and any existing agreement, including any existing intercreditor provisions or other agreements regarding seniority of liens on collateral, if Lead Lender forecloses, exercises any rights of set-off, or otherwise realizes on any collateral securing the Loan but which also acts as security for other loans that have been syndicated on the Platform, any proceeds from such common collateral shall be shared ratably among all such loans.

d. Distribution of Loan Collections

- i. Unless (x) the Loan Documents or (y) applicable law explicitly requires a different order, Loan Collections shall be applied by Lead Lender in the following order:
  - (1) FIRST, to the payment of any Eligible Borrower Expenses;
  - (2) SECOND, to the payment of any Loan Fees;
  - (3) THIRD, to the ratably concurrent payment of (x) any accrued and unpaid Distributable Interest and (y) the Servicing Spread, if any; and
  - (4) FOURTH, to the repayment of the principal amount of the Loan.
- ii. Loan Collections, which are inadequate to pay in full each item in the order specified herein, shall be applied to the payment of each item, in full, in the order specified, before any portion of the Loan Collection is applied to any subsequent item. In the event (x) the Loan Documents or (y) applicable law explicitly requires a different order of distribution for Loan Collections than that specified herein, then the order of distribution specified herein shall be followed to the greatest extent permitted by the Loan Documents, applicable law or both.
- iii. When applying Loan Collections as set forth in this Section, as of and from the Loan Assignment Effective Date, Lead Lender shall distribute to Co-Lender Loan Collections in proportion to the Co-Lender's Loan Assignment Percentage, including the full proportionate payment for all Loan Collections received after the Loan Assignment Effective Date but excluding any Loan Collections received on the Loan Assignment Effective Date.
- iv. If Eligible Borrower Expenses are reimbursed or paid to the Lead Lender by the Borrower, after the distribution of the Loan Collections for which such Eligible Borrower Expenses were incurred (and from which they were deducted), Lead Lender shall distribute Co-Lender's pro-rata

portion of such Loan Collections as set forth in this Section to Co-Lender.

e. Servicing & Enforcement of the Loan

i. Lead Lender's Exclusive Right to Service & Collect

- (1) Lead Lender shall, and shall have the exclusive right to, service and enforce, subject, in each case, to the terms and conditions of the Terms of Syndication, the Loan and collect the Loan Collections.
- (2) Notwithstanding the foregoing, Lead Lender may satisfy its obligation to service and enforce the Loan and collect the Loan Collections hereunder through the use of a reputable third-party or agent that is in the business of servicing and enforcing loans; provided, however, that to the extent Lead Lender avails itself of this provision, Lead Lender remains obligated for ensuring the performance of its obligations hereunder.
- (3) Lead Lender shall have no obligation to take any discretionary action or exercise any discretionary powers conferred upon it pursuant to the Loan Documents or the Terms of Syndication; provided, however, in the event of any foreclosure or bankruptcy proceeding, Lead Lender shall take and exercise such discretionary powers (subject to any voting rights of Co-Lender and any other holders under any Debtor Relief Law) if directed to do so by holders of more than 50% of the outstanding aggregate principal balance of the Loan (which holders may include the Lead Lender in such capacity). Lead Lender shall not be liable to Co-Lenders or any other co-lender for actions undertaken at such direction of the co-lenders except as results from Lead Lender's own gross negligence or willful misconduct.
- (4) Notwithstanding anything to the contrary contained herein, (a) any reference to enforcement of rights and remedies of Lead Lender relating to the Loan shall be subject to any rights of Co-Lender under any Debtor Relief Law and (b) Lead Lender shall not be required to take any action that, in its opinion or the opinion of its counsel, may be in violation of the automatic stay under any Debtor Relief Law.

ii. Due Care and Prudence

- (1) In its administration, servicing and enforcement of the Loan, Lead Lender shall do so in accordance with acceptable practices of, and ordinary care exercised by, prudent lending institutions and in a manner satisfactory to any state or federal bank or state or federal credit union examination authorities, including the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board of Governors (FRB), the Office of the Comptroller of the Currency (OCC) or the National Credit Union Administration (NCUA), as applicable.
- (2) Lead Lender shall be entitled to rely upon representations made by Borrower and other Loan Obligors and the genuineness of information furnished to Lead Lender by Borrower or any other Loan Obligor and shall not be obligated to affirmatively ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Loan Documents or as to the use of the proceeds of the Loans or as to the existence or possible existence of any event of default or default.

iii. Services & Information

- (1) Lead Lender shall in connection with its administration, servicing and enforcement of the Loan:
  - (a) keep or cause to be kept proper books of account and records reflecting the Loan Assignment Percentage of Co-Lender in the Loan, in a manner satisfactory to the state and federal bank or credit union examining authorities, as applicable, which books and records shall be available for inspection by Co-Lender upon reasonable advance notice, including at the offices of Lead Lender at reasonable times during business hours;
  - (b) accept, hold and disburse to itself and to Co-Lender, Loan Collections in accordance with the Co-Lender's Loan Assignment Percentage, the Loan Documents and the Terms of Syndication;
  - (c) advance for the pro-rata account of itself and Co-Lender in accordance with the Co-Lender's Loan Assignment Percentage such funds as Lead Lender deems necessary

for insurance premiums, real estate taxes, outside legal counsel fees and costs, accountants, water rates, special assessments and similar items, or for the preservation, maintenance or operation of any collateral, if unpaid by Borrower, where such advances shall be reasonably necessary to preserve the collateral securing the Loan and where such advances are permitted to be made pursuant to the terms of the Loan Documents; and

- (d) execute any required release from any collateral or guarantee securing the Loan as may be explicitly permitted or required from time to time pursuant to the Loan Documents.
- (2) Lead Lender shall in connection with its administration, servicing and enforcement of the Loan, promptly provide to Co-Lender the following:
- (a) copies of all Loan Documents and any amendments, waivers, supplements or other modifications of the Loan Documents proposed or entered into from time to time;
  - (b) an accounting for Loan Collections received by Lead Lender which, at the time of any disbursement to Co-Lender, shall itemize and provide sufficient detail regarding such disbursement;
  - (c) copies of the financial statements, credit information and projections of the Borrower, and any other notices, certificates or other information or documents that Lead Lender receives from time to time pursuant to the Loan Documents;
  - (d) notices describing the performance of the loan over time, including whether Borrower payments have occurred within (i) zero to twenty-nine (0-29) days; (ii) thirty to eighty-nine (30-89) days; or (iii) over ninety (90) days and whether any payment default or any other material default of the Loan or Loan Documents upon actual knowledge by Lead Lender; and

- (e) copies of such other information or documents regarding the Loan in Lead Lender's possession as reasonably requested by Co-Lender from time to time made in writing, including through electronic means.
- (3) Each of Lead Lender and Co-Lender agree that all information on the Platform shall be prima facie evidence of the current status of the Loan, Loan Documents, Loan Collections and any collateral; provided, however, that each of Lead Lender and Co-Lender agree that under no circumstance shall Loan Street LLC have any responsibility or liability for the content, accuracy, sufficiency or completeness of any information on the Platform.
- (4) If the Lead Lender or Co-Lender assigns, sells a participation in or otherwise transfers a portion of the Loan outside of the Platform, such Lender shall maintain at one of its offices a recordation of the names and addresses of each transferee and the principal amount and interest allocated to such transferee. Such Lender shall update the off-Platform register for any future transfers by transferees (i.e., transfers down the chain). The entries in the off-Platform register shall be conclusive, and the Borrower, Lead Lender, and Co-Lender shall treat each person whose name is recorded in the off-Platform register as the owner of such portion of the Loan. The off-Platform register shall be available for inspection by the Borrower, Lead Lender and LoanStreet LLC, at any reasonable time and from time to time upon reasonable prior notice.

f. Change in Loan Documents

- i. On and after the Loan Assignment Effective Date, as the owner of the Loan Assignment, Co-Lender shall have the right to participate in the approval by majority vote of the holders of an aggregate principal amount of the Loan to approve or deny amendments, waivers or other modifications to the Loan Documents in proportion to the Co-Lender's Loan Assignment Percentage. Notwithstanding the foregoing, Lead Lender and Co-Lender agree that:
  - (1) the approval of holders of 100% of the aggregate principal amount of the Loan is required in order to (i) increase or extend any commitment by the Co-Lender to extend funds, if any; (ii) reduce (x) the aggregate principal amount of the Loan, (y) the rate of interest (or increase of the Servicing Spread) (except that

Lead Lender may in its sole discretion waive or reduce any default interest) or (z) any fees (other than with respect to any late fees owed by the Borrower under the Loan Documents, Lead Lender may in its sole discretion waive such fees; provided, however, that such waiver is performed pursuant to existing and generally applicable operating procedures of Lead Lender and the Borrower is otherwise in good standing); (iii) postponement or extension of the scheduled maturity date of the Loan (other than the exercise by the Borrower of an express option to extend the maturity date of the Loan set forth in the Loan Documents) or any payment of principal, interest or fees, (other than any waiver or postponement of any mandatory prepayments); (iv) modify any pro rata sharing of payments provisions or the priority of payments among Lead Lender and any co-lender; (v) modify the percentage of holders required to approve any amendments to the Loan Documents; and (vi) release the Borrower from its obligations under the Loan Documents, or release all or substantially all of the collateral or all or substantially all or the value of the guarantees (if any) (unless pursuant to express provisions of the Loan Documents, e.g., sale of asset and prepayment with proceeds); and

(2) Lead Lender shall be entitled to amend, waive or modify the Loan Documents to cure an ambiguity, defect, inconsistency or omission in the Loan Documents without the approval or consent of Co-Lender.

- ii. On and after the Loan Assignment Effective Date, Lead Lender agrees to provide Co-Lender no less than ten (10) Business Days (except if the Loan Assignment Effective Date occurs after the initiation of a vote pursuant to this Section, then only such days as remains; provided that Lead Lender has provided notice of such proposed change to Co-Lender prior to the Loan Assignment Effective Date) to review and vote upon any proposed change in the Loan Documents and any failure of the Co-Lender to vote during that period shall be deemed an abstention. In the event Co-Lender abstains from voting for any reason, Co-Lender's vote shall be deemed to have been cast for and against the proposed change in the same proportion as all parties who have casted a vote, including Lead Lender.
- iii. In the event that Lead Lender determines, in its sole discretion, that there is not sufficient time to take a vote of the co-lenders in the Loan, the Lead Lender may take all necessary and commercially reasonable



actions in order to preserve the ability to enforce the Loan, receive payments with respect to the Loan or preserve or maintain any collateral; provided, however, that the Lead Lender shall (x) continually, and as reasonably feasible under the circumstances, update Co-Lender of all such actions; and (y) as soon as reasonably feasible take all further actions with respect to the Loan as set forth in the Terms of Syndication, including the votes required by this Section.

- iv. Any change in the Loan Documents shall be considered approved and shall become immediately effective and part of the Loan Documents if the Lead Lender reasonably determines that the necessary percentage of holders in the Loan have provided the requisite affirmative vote.
- v. In connection with any such approval, the Borrower or Lead Lender may agree to pay to co-lenders which have affirmatively approved the change in the Loan Documents a fee in connection with any successful change in the Loan Documents. The fee each approving co-lender receives shall be in proportion to the aggregate principal amount of the Loan held by such co-lender but need not be the same the fee the Lead Lender receives, if any, from the Borrower.

6. Covenants of Lead Lender

a. Borrower Notices

Lead Lender agrees to provide any notices required to be provided under the Loan Documents or in accordance with applicable law in order to consummate, perfect or otherwise permit the purchase by the Co-Lender of the Loan Assignment and shall, upon request, provide a copy of such notice to Co-Lender.

b. Risk Retention

- i. Lead Lender shall not reduce its legal, beneficial or economic interest in the Loan by way of assignment, participation or otherwise greater than the Maximum Syndication Percentage.
- ii. Lead Lender shall not enter into any hedging transaction to offset the economic risk of its remaining interest in the Loan; provided, however, Lead Lender may enter into interest rate hedging transactions within its existing and generally applicable operating policies in the ordinary course of business.

c. Distribution of Loan Collections

Lead Lender hereby covenants and agrees that it will distribute Loan Collections in accordance with Section 5(d) hereof.

d. Interest on and Custody of Co-Lender Funds

i. Payment of Interest on Co-Lender Funds

Lead Lender shall promptly distribute Loan Collections (and the other amounts described herein) to Co-Lender and shall not be obligated to pay interest on any Loan Collection (and the other amounts described herein) provided that the disbursement occurs in accordance with this Section.

ii. Custody of Co-Lender Funds

- (1) Any Purchase Amount received in advance of the origination of the Loan or any Loan Collections received by Lead Lender shall be segregated from other funds of Lead Lender prior to being disbursed pursuant to the Terms of Syndication.
- (2) In the event Lead Lender received the Purchase Amount from Co-Lender in advance of the origination of the Loan, Lead Lender shall disburse the funds advanced by the Co-Lender for the purposes and in accordance with any terms and conditions set forth in the Loan Documents and, if applicable, the Terms of Syndication.
- (3) Lead Lender and Co-Lender agree to act together to address how any advanced funds will be handled in the event the Loan fails to close within a reasonable period after its scheduled closing date.
- (4) In the event that the actual aggregate outstanding principal amount of the Loan as of the Loan Assignment Effective Date is less than the aggregate outstanding principal amount of the Loan presumed to be outstanding as of the Loan Assignment Effective Date and set forth on the original Confirmation, Lead Lender shall (i) promptly return to Co-Lender the difference adjusted for the Percentage of Par set forth on the Confirmation so that the Loan Assignment Percentage remains the same for the Purchase; and (ii) notify LoanStreet LLC so that, among other matters, LoanStreet LLC may facilitate the delivery of a corrected confirmation. As an example only and not as a limitation, such differences requiring a returned payment pursuant to this paragraph and delivery of a new confirmation can occur when a Loan Collection is received but not yet

processed and reflected on the Platform by the Lead Lender prior to the Purchase.

e. Servicing & Enforcement of the Loan

Lead Lender hereby covenants and agrees that it will comply with the requirements relating to servicing and enforcing the Loan in accordance with Section 5(e) hereof.

f. Borrower Notices

Lead Lender and Co-Lender hereby agree that, notwithstanding anything to the contrary contained herein or in the Loan Documents, with respect to any requirements of the Borrower under the Loan Documents to provide any notices, information or payments, the Borrower will be deemed to have met its obligations under the Loan Documents when such notices, information or payments have been provided to Lead Lender in accordance with the terms and provisions of the Loan Documents.

7. Covenants of Co-Lender

a. Eligible Borrower Expenses

On and after the Loan Assignment Effective Date, Co-Lender shall have the obligation to pay Eligible Borrower Expenses to Lead Lender (i) in the event of prior approval of a specific Eligible Borrower Expense pursuant to the majority voting rules set forth in Section 5(f), immediately upon demand by Lead Lender for that specific Eligible Borrower Expense; or otherwise (ii) in the form of an offset against future Loan Collections, in each case, in proportion to the Co-Lender's Loan Assignment Percentage. In the event of a prior approval for a specific Eligible Borrower Expense pursuant to this paragraph, Lead Lender and Co-Lender shall reasonably cooperate with each other to facilitate the payment of any such amounts directly.

b. Returned Amounts

If any Loan Collections distributed to Co-Lender are later returned or repaid by Lead Lender to the Borrower or its representative or successor in interest, by reason of a final non-appealable court order or settlement of a dispute or otherwise, Co-Lender shall, upon notice from Lead Lender, promptly repay to Lead Lender the Co-Lender's Loan Assignment Percentage of all amounts so returned or repaid. Lead Lender and Co-Lender shall reasonably cooperate with each other to facilitate the repayment of any such amounts directly.

c. Lead Lender's Exclusive Right to Service & Return of Excess Funds

- i. Co-Lender shall not service or enforce the Loan, the Loan Documents, take any action with respect to any of the collateral supporting the Loan, or collect the Loan Collections nor shall Co-Lender interfere with Lead Lender's exclusive right to do the same as set forth in the Terms of Syndication.

- ii. Co-Lender shall not accept, receive or apply any repayment upon its interest in the Loan in any form or manner, whether by counterclaim, banker's lien or otherwise (other than in each case, by setoff; provided that any exercise of any setoff rights shall be subject to subsection (iii) below), except as provided hereunder or upon prior agreement with Lead Lender.
        - iii. If Co-Lender shall by any means obtain any Loan Collection in excess of its applicable pro rata share, Co-Lender shall promptly remit the excess amount to Lead Lender.
- d. IRS Form W-9
  - i. Co-Lender shall promptly deliver an updated IRS Form W-9 (i) to LoanStreet LLC if the information on the last IRS Form W-9 Co-Lender delivered to LoanStreet LLC, pursuant to the Co-Lender's Registration Agreement or this Section 7, changes, or (ii) to LoanStreet LLC or Lead Lender upon the reasonable request of either party.
  - ii. Co-Lender authorizes LoanStreet LLC to deliver to Lead Lender a copy of any IRS Form W-9 delivered by Co-Lender to LoanStreet LLC in connection with its use of the Platform (including pursuant to the Co-Lender's Registration Agreement or this Section 7); provided, however, that each of Lead Lender and Co-Lender agree that under no circumstance shall LoanStreet LLC have any responsibility or liability for the accuracy, content, sufficiency or completeness of any of the information in Co-Lender's W-9 form delivered by LoanStreet LLC to Lead Lender which each of Lead Lender and Co-Lender agree that LoanStreet LLC is solely delivering to Lead Lender as a courtesy and convenience for the benefit of each of Lead Lender and Co-Lender.

#### 8. Lead Lender's Outside Legal Counsel and Agents

Co-Lender hereby authorizes Lead Lender to retain such outside legal counsel, accountants and other agents as Lead Lender reasonably determines appropriate for the administration of the Loan, the Loan Documents, any collateral, including for managing and operating the collateral, and for the enforcement of the rights and remedies under the Loan Documents.

#### 9. Sale, Assignments & Transfers

- a. Co-Lender's Loan Assignment
  - i. Co-Lender may sell, assign and transfer its Loan Assignment, or a portion thereof, to another person; provided, however, that no sale, assignment or transfer (a) may result in either the Co-Lender or the

receiving party holding a loan assignment greater than zero but less than the Minimum Purchase Amount and (b) Co-Lender shall only sell, assign or transfer its Loan Assignment to another party that has previously been approved as a “co-lender” on the Platform or to another party with the consent of Lead Lender (such consent not to be unreasonably withheld, conditioned or delayed).

- ii. If the sale, assignment and transfer of Co-Lender’s Loan Assignment (or any portion thereof) occurs by means of using the Platform, then the purchase and assignment of Co-Lender’s interest in the Loan Assignment shall become effective after:
  - (1) payment has been received for the Loan Assignment by the Co-Lender from the other party; and
  - (2) Co-Lender has registered on the Platform the sale, assignment and transfer to the other party.
- iii. Upon registration of the sale, assignment and transfer with the Platform (if applicable), the Platform will then register the new “co-lender” as owning the portion of Co-Lender’s interest in the Loan Assignment transferred. Co-Lender shall notify Lead Lender of any sale, assignment or transfer, whether or not such sale, assignment or transfer occurs on the Platform.
- iv. Notwithstanding anything to the contrary, Co-Lender hereby represents and warrants that it shall not sell, assign or transfer its Loan Assignment (or any portion thereof) unless the sale and assignment of Co-Lender’s Loan Assignment (or any relevant portion thereof) is permitted by the Loan Documents and applicable law and that Co-Lender (or Lead Lender, as applicable) has obtained any necessary consents under the Loan Documents or applicable law.

b. Lead Lender Assignments

- i. Lead Lender may from time to time and at any time sell assignments in the Loan on the Platform to other co-lenders (including additional assignments to Co-Lender) with each such co-lender being bound by the Terms of Syndication.
- ii. In the event that Lead Lender elects to sell participations or assignments in the Loan to purchasers who are not subject to the Terms of Syndication, including to purchasers who are not registered with the

Platform, Lead Lender may do so by a separate participation or assignment agreement on terms other than those contained herein.

c. Assignment of the Terms of Syndication

i. Sale of Lead Lender or Co-Lender; FDIC & NCUA Receivership; Removal

- (1) Notwithstanding anything herein to the contrary, in connection with a sale or merger of either Lead Lender or Co-Lender to another party, where Lead Lender or Co-Lender is not the surviving entity, provided that the surviving entity agrees to be subject to the terms, conditions and obligations under the Terms of Syndication, Lead Lender or Co-Lender may without the consent of the other party, enter into such sale or merger.
- (2) Notwithstanding anything herein to the contrary, in connection with the entry into FDIC or NCUA receivership, as applicable, by Lead Lender or Co-Lender, the FDIC or NCUA, as applicable, may in conjunction with its receivership process act as “Lead Lender” or “Co-Lender” or otherwise sell, assign or transfer the Loan or Loan Assignment to another institution which shall become “Lead Lender” or “Co-Lender”, as applicable.
- (3) Notwithstanding anything herein to the contrary, in the case of any insolvency, breach of duty, negligence or misappropriation by Lead Lender, the co-lenders (including Co-Lender) may, acting together, replace Lead Lender in its capacity as such and Lead Lender hereby agrees to cooperate with co-lenders in finding a replacement.

ii. Assignment by LoanStreet LLC

- (1) In connection with (i) the sale or merger of LoanStreet LLC, where LoanStreet LLC is not the surviving entity, or (ii) the sale of all or substantially all of LoanStreet LLC’s assets, LoanStreet may sell, assign, and otherwise transfer its rights and obligations under the Terms of Syndication without the consent of any other party. Following the final consummation of any such event, LoanStreet LLC shall make commercially reasonable efforts to provide notice of such event to Lead Lender and Co-Lender.
- (2) LoanStreet LLC may also sell, assign and otherwise transfer its rights and obligations under the Terms of Syndication without

the consent of any other party to any parent entity, wholly-owned subsidiary, any wholly-owned subsidiary of any parent entity or any affiliate.

10. Confidentiality & Privacy

a. Lead Lender's Obligations

Lead Lender shall in providing information to Co-Lender by means of the Platform as set forth herein, as applicable, protect the privacy of the Borrower and any Loan Obligor by redacting, removing or otherwise protecting information, including personally identifying and personal financial information, if any, of the Borrower to the extent required by the Loan Documents or applicable law. Lead Lender hereby confirms that it is permitted by the Loan Documents (or has the requisite consent of the Borrower or any other Loan Obligor) to provide any information relating to the Loan, the Borrower or the Loan Obligors that is made available on the Platform.

b. Co-Lender's Obligation

- i. Co-Lender agrees to hold all information received on the Platform as "Confidential Information" and shall not disclose any Confidential Information to any party, except to the extent any Confidential Information (A) becomes rightfully known to Co-Lender from a third-party not known (after reasonable inquiry) by Co-Lender to be under any obligation to maintain the confidentiality of the information; (B) is or becomes publicly available through no fault of or failure to act by Co-Lender; (C) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, provided, however, that Co-Lender promptly notifies, to the extent reasonably practicable, Lead Lender in writing of such demand for disclosure so that Lead Lender, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.
- ii. Notwithstanding anything in the foregoing to the contrary, Co-Lender may disclose Confidential Information, (A) to its employees, affiliates, agents and advisors (on condition that they comply the requirements of (b)(i) above; (B) consistent with its internal and generally applicable operating policies, in connection with the examination process and procedures to state and federal examining authorities without notifying or seeking the consent of Lead Lender; (C) other co-lenders in the Loan in conjunction with their rights and remedies relating to the Loan; and (D) potential purchasers who are registered users of the Platform to the extent previously authorized by Lead Lender.

- iii. Co-Lender's obligations herein to keep the Borrower's and the Loan Obligors' personal information confidential is in addition to and not in lieu of any obligation of Co-Lender under applicable law.

11. Limitation on Liability & Indemnification

a. Limitation on Liability

i. Reliance on Notices

Each of Lead Lender and Co-Lender agrees that the other party shall incur no liability under or in respect of the Loan by acting upon any notice, consent, certificate, telegram, cable, telex, electronic notice or other instrument or writing reasonably believed by the other party to be genuine.

ii. Reliance on Experts

Co-Lender agrees that Lead Lender may consult with legal counsel, independent accountants, appraisers and other experts reasonably selected by Lead Lender and shall not be liable for any action taken or omitted to be taken in good faith by Lead Lender in accordance with the advice of such counsel, accountants, appraisers or experts.

iii. Actions by Other Co-Lenders

Co-Lender agrees that Lead Lender shall not be liable to Co-Lender for any action taken or not taken by any other co-lender in the Loan.

b. Indemnification

Co-Lender shall, ratably with each other co-lender in the Loan, in accordance with their respective loan assignment percentages of the Loan, indemnify and hold the Lead Lender harmless against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements (including the reasonable disbursement for legal counsel) of any kind or nature whatsoever that may be imposed upon, incurred by, or asserted against Lead Lender in any way relating to or arising out of the Loan, the Loan Documents or the Terms of Syndication or any action taken or not taken by the Lead Lender thereunder, except such as results from such Lead Lender's own gross negligence or willful misconduct.



12. Additional Agreements of each of Lead Lender and Co-Lender with LoanStreet LLC

Each of Lead Lender and Co-Lender hereby agree, individually and not jointly:

- a. to indemnify and hold harmless LoanStreet LLC, and its members, directors, officers, shareholders, affiliates, subsidiaries, employees and agents (each a, "LoanStreet Indemnified Party"), against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements (including the reasonable disbursement for legal counsel) of any kind or nature whatsoever that may be imposed upon, incurred by, or asserted against any LoanStreet Indemnified Party in any way relating to or arising out of the Platform, the Loan, the Loan Documents or the Terms of Syndication or any action taken or not taken by any LoanStreet Indemnified Party thereunder, including with respect to or resulting from any stamp, excise, transfer, or withholding tax, if any, (and any interest or penalties thereto) that may be payable or determined to be payable in connection with the transfer, purchase, sale, assignment, or assumption of the Loan (or portion thereof);
- b. neither LoanStreet LLC nor any other LoanStreet Indemnified Party is responsible for, has any liability for, or has verified or conducted any due diligence on, any information supplied by Lead Lender, Co-Lender, the Borrower or any other Loan Obligor, including, the right of Lead Lender or Co-Lender to assign the Loan under the Loan Documents, the compliance with any confidentiality provisions or obligations under the Loan Documents, the calculation and distribution of Loan Collections or Borrower financial information;
- c. that absent gross negligence or willful misconduct, neither LoanStreet LLC nor any other LoanStreet Indemnified Party shall be liable for any error in any of the information generated by LoanStreet LLC and provided on the Platform, including any performance calculation or search conducted on the Platform;
- d. that neither LoanStreet LLC nor any other LoanStreet Indemnified Party is responsible for the servicing or enforcement of the Loan, the Loan Documents or the Terms of Syndication; provided, however, notwithstanding anything herein to the contrary, LoanStreet LLC and each other LoanStreet Indemnified Party shall be entitled to rely on the representations, warranties, covenants and agreements of Lead Lender and any co-lender (including Co-Lender) and shall be entitled to enforce as applicable the provisions against Lead Lender and any co-lender (including Co-Lender) for its benefit; and
- e. that LoanStreet LLC shall be entitled to earn revenues in LoanStreet LLC's sole discretion without further consent from any other party.

13. Payment Distribution

a. Payment Distribution by Lead Lender & Co-Lender

- i. All funds required by the Terms of Syndication to be remitted by Lead Lender or Co-Lender to any other party shall be transferred by electronic funds transfer, including federal wire transfer or automated clearing house (ACH) payment and shall occur either (i) directly between Lead Lender or Co-Lender to any other party; or (ii) through the facilities and accounts provided by the Platform.
- ii. The costs of payment shall be borne by the party remitting the payments; provided, however, that should the Platform be used by any party for purposes of distributing money, LoanStreet LLC reserves the right to charge a fee to provide such services.
- iii. If either of Lead Lender or Co-Lender breaches its duty hereunder to remit funds to any other party, the breaching party shall pay to the non-breaching party interest on the aggregate principal amount of such funds at the same interest rate that Borrower is obligated to pay on the Loan less the Servicing Spread, if any.

b. Payment Distribution by LoanStreet LLC

- i. Each of the Lead Lender and Co-Lender shall provide to LoanStreet LLC a current bank account (or substantially similar account at a credit union or corporate credit union), which may be updated from time to time on the Platform, for purposes of remittances.
- ii. LoanStreet LLC may provide, in its sole discretion, to each of Lead Lender and Co-Lender the ability to distribute monies (limited to US Dollars) to the other party through the facilities provided by the Platform.
- iii. LoanStreet LLC shall make commercially reasonable efforts to promptly distribute any amounts it receives from Lead Lender or Co-Lender to the other party after any applicable recourse period expires. For reference only and not as a limitation, LoanStreet LLC understands that no recourse period is applicable for a wire transfer and a two (2) Business Day recourse period is applicable for businesses using the services of the Automated Clearing House (ACH).
- iv. To the extent LoanStreet LLC earns any interest on any amounts it holds prior to distributing any monies or amounts, LoanStreet LLC shall be entitled to retain, for its own account, all such interest.

- v. Neither Lead Lender nor Co-Lender shall be obligated to pay or be entitled to receive any interest on any amount, whether the amount represents the Purchase Amount, Loan Collections or otherwise, in the event either Lead Lender or Co-Lender chooses to use the Platform for purposes of distributing funds to the other party during the time in which LoanStreet LLC or its agent is in possession of any such funds.
- vi. LoanStreet LLC shall assume that no amounts are required to be withheld on any funds distributed by it and any withholding obligations shall be the obligation of the party who is using LoanStreet LLC to distribute such funds.

#### 14. Amendments

The Terms of Syndication may be waived, altered or amended only by an instrument in writing duly executed by each of Lender, Co-Lender and each other co-lender in the Loan and, to the extent any such waiver, alteration or amendment is adverse to LoanStreet LLC or any other LoanStreet Indemnified Party, an instrument in writing duly executed by LoanStreet LLC and any other applicable LoanStreet Indemnified Party. Any purported amendment, supplement or modification not complying with the terms of this Section 14 shall be null and void.

Notwithstanding anything herein to the contrary, LoanStreet LLC may, in its sole discretion, amend or modify the Terms of Syndication to cure an ambiguity, defect, inconsistency or omission and any such amendment or modification shall become effective upon notice to the Lead Lender and Co-Lender.

#### 15. No Waiver; Cumulative Remedies

No failure or delay on the part of any party to exercise, and no course of dealing with respect to, any right, power, privilege or remedy under the Terms of Syndication shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right, power, privilege or remedy under the Terms of Syndication preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. All rights, powers, privileges and remedies of each party provided for in the Terms of Syndication are cumulative and in addition to any and all other rights, powers, privileges and remedies provided by applicable law, the Loan Documents and the other instruments and agreements contemplated hereby and thereby, and are not conditional or contingent on any attempt by any party to exercise any of its rights under any other related document.

#### 16. Captions

The table of contents, captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of the Terms of Syndication.

17. Integration

Other than as may be amended, altered or waived pursuant to Section 14 hereof and the Registration Agreement, these Terms of Syndication constitute the entire agreement among Lead Lender and Co-Lender with respect to the subject matter hereof and supersede any prior agreement or understanding among or between them with respect to such subject matter. Notwithstanding anything herein to the contrary, Lead Lender and Co-Lender acknowledge that each of Lead Lender and Co-Lender have entered into a Registration Agreement and a Terms of Use Agreement with LoanStreet LLC and to the extent there is a conflict between any provision in the Terms of Syndication and the Registration Agreement or the Terms of Use Agreement applicable to LoanStreet LLC, the Terms of Use Agreement shall control and govern.

18. Severability

Any provision of the Terms of Syndication that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

19. Survival

The provisions of the Terms of Syndication shall survive the repayment in full of the Loan, including any accrued and unpaid interest or fees, and the expiration or termination of each of the Loan Documents.

20. Governing Law; Venue

The Terms of Syndication, and the rights and obligations of Lead Lender, Co-Lender and Loan Street LLC hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of New York. Each of Lead Lender, Co-Lender and Loan Street LLC hereby submit to the exclusive jurisdiction of the state or the federal courts of the State of New York in any action suit or proceeding based on or arising under the Terms of Syndication. To the fullest extent permitted by law, Lead Lender, Co-Lender and Loan Street LLC hereby waive as a defense that any such action, suit or proceeding brought in such courts has been brought in an inconvenient forum or that the venue thereof may not be appropriate and, furthermore, agree that venue in the State of New York for any such action, suit or proceeding is appropriate.

21. No Jury Trial

EACH OF LEAD LENDER, CO-LENDER AND LOAN STREET LLC HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE TERMS OF SYNDICATION. EACH OF LEAD LENDER, CO-LENDER AND LOAN STREET LLC (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT

IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THE TERMS OF SYNDICATION BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 21.

22. No Third Party Beneficiaries

The Terms of Syndication does not confer any rights or remedies upon any party other than LoanStreet LLC, LoanStreet Indemnified Parties, Lead Lender, Co-Lender and any other co-lender in the Loan subject to a conforming terms of syndication and each of their permitted executors, successors and assignees and each such party may enforce the terms and conditions of the Terms of Syndication against any other such party, as applicable.

## FORM OF CONFIRMATION

Reference is made to the Master Terms of Syndication in effect as of the Loan Publication Date referenced below (the "Master Terms of Syndication"); a copy of the Master Terms of Syndication can be found here <[www.loan-street.com/agreements](http://www.loan-street.com/agreements)>. Lead Lender and Co-Lender hereby agree that the Master Terms of Syndication governs and controls this purchase and is hereby incorporated herein by reference. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Master Terms of Syndication.

This Confirmation evidences the purchase and sale of the Loan Assignment pursuant to Section 2 of the Master Terms of Syndication whereby Lead Lender has agreed to sell and Co-Lender has agreed to purchase without recourse the Loan Assignment in an aggregate principal amount equal to the Loan Assignment Amount as of the Loan Assignment Effective Date.

Loan Assignment Effective Date:

Loan:

Loan Publication Date:

Parties

Lead Lender:

Co-Lender:

Borrower:

Summary Loan Details

Borrower:

Borrower Address:

Origination Date:

Maturity Date:

Original Principal:

Interest:

Additional Loan Assignment Terms

Maximum Syndication Percentage:

Percentage of Par:

Servicing Spread:

Principal Outstanding:

Purchase Amount:

Loan Assignment Amount:

Loan Assignment Percentage:

## FORM OF CONFIRMATION

Reference is made to the Master Terms of Syndication in effect as of the Loan Publication Date referenced below (the "Master Terms of Syndication"); a copy of the Master Terms of Syndication can be found here <[www.loan-street.com/agreements](http://www.loan-street.com/agreements)>. Lead Lender and Co-Lender hereby agree that the Master Terms of Syndication governs and controls this purchase and is hereby incorporated herein by reference. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Master Terms of Syndication.

This Confirmation evidences the purchase, sale and transfer of the Loan Assignment pursuant to Sections 2 and 9 of the Master Terms of Syndication whereby the transferring Co-Lender has agreed to sell and the receiving Co-Lender has agreed to purchase without recourse the Loan Assignment equal to the Loan Assignment Percentage Transferred as of the Loan Assignment Transfer Effective Date each set forth below.

Loan Assignment Transfer Effective Date:

Loan:

Loan Publication Date:

Parties

Lead Lender:

transferring Co-Lender:

receiving Co-Lender:

Borrower:

Summary Loan Details

Borrower:

Borrower Address:

Origination Date:

Maturity Date:

Original Principal:

Interest:



Additional Loan Assignment Terms

Loan Assignment Percentage Transferred:

Maximum Syndication Percentage:

Servicing Spread:

Principal Outstanding:

Loan Assignment Amount: