

Applicable SOFR Rate

April 16, 2025

Reference is made to those certain notes (each, a “*PSP Note*”) made by certain borrowers in favor of the United States Department of the Treasury (the “*Treasury*”) in accordance with the Payroll Support Program established pursuant to the Coronavirus, Aid, Relief and Economic Security Act, Pub. L. 116-136 (March 27, 2020).

In accordance with Section 2.4(a) of each PSP Note, on the calendar day after the fifth anniversary of such PSP Note’s issuance (each, a “*Fifth Anniversary*”), the interest rate applicable to such PSP Note will change from a fixed rate of 1.00% (or 4.00% for PSP Notes providing for the payment of paid-in-kind (“*PIK*”) interest) to a floating rate based on the “Applicable SOFR Rate,” which is an interest rate based on the secured overnight financing rate (“*SOFR*”) published by the Federal Reserve Bank of New York. Consistent with the recommendations of the Alternative Reference Rates Committee convened by the Federal Reserve Board and the Federal Reserve Bank of New York,¹ Treasury has determined that the Applicable SOFR Rate will be Compounded SOFR (as defined below). From and including the calendar day after the Fifth Anniversary of each PSP Note through the Maturity Date (as defined in each PSP Note), the interest rate applicable to such PSP Note will be equal to (a) Compounded SOFR plus (b) 2.00% (or the sum of 2.00% plus the applicable PIK interest rate for PSP Notes with a PIK interest provision). For the avoidance of doubt, interest on each PSP Note will continue to accrue at the fixed rate of 1.00% (or 4.00% for PSP Notes with a PIK interest provision) through and including the Fifth Anniversary and such interest will be payable, together with any interest based on Compounded SOFR that has accrued after the Fifth Anniversary on the Interest Payment Date (as defined below) that next occurs after the Fifth Anniversary.

The amount of interest accrued and payable on each PSP Note for each Interest Period commencing after the Fixed/Floating Period (as defined below) will be determined on the related Interest Determination Date (as defined below) and will be equal to the product of (i) the outstanding principal amount of such PSP Note multiplied by (ii) the product of (a) Compounded SOFR (as defined below) for the relevant Interest Period plus 2.0% per annum (or the sum of 2.00% plus the applicable PIK interest rate for PSP Notes with a PIK interest provision) multiplied by (b) the quotient of the actual number of calendar days in such Interest Period divided by 360.

The amount of interest accrued and payable on each PSP Note for the Fixed/Floating Period will be determined on the related Interest Determination Date and will be equal to the sum of (a) the interest that has accrued on the outstanding principal amount of such PSP Note at the fixed rate of 1.00% (or 4.00% for PSP Notes with a PIK interest provision) through and including the Fifth Anniversary plus (b) the product of (i) the outstanding principal amount of such PSP Note multiplied by (ii) the product of (A) Compounded SOFR for the relevant Interest Period plus 2.0% per annum (or the sum of 2.00% plus the applicable PIK interest rate for PSP Notes with a PIK

¹ See [ARRC SOFR FRN Conventions Matrix.pdf](#).

interest provision) multiplied by (B) the quotient of the actual number of calendar days in such Interest Period divided by 360.

“Interest Period” means, with respect to each PSP Note, each period from, and including, an Interest Payment Date to, but excluding, the next Interest Payment Date (or, in the case of the final Interest Period with respect to such PSP Note, the Maturity Date for such PSP Note or, if the issuer elects to prepay such PSP Note, the date of prepayment).

“Business Day” means any day on which Treasury and the Federal Reserve Bank of New York are open.

“Fixed/Floating Period” means, with respect to each PSP Note, the Interest Period in which the Fifth Anniversary of such PSP Note occurs.

“Interest Payment Date” means, with respect to each PSP Note, the last business day of each March and September, ending on the Maturity Date or, if the issuer elects to prepay such PSP Note, the date of prepayment.

“Interest Determination Date” means, with respect to each PSP Note, for each Interest Period, commencing with the Fixed/Floating Period for such PSP Note, the date that is five U.S. Government Securities Business Days before the associated Interest Payment Date.

If any scheduled Interest Payment Date, other than the Maturity Date or redemption date, if applicable, falls on a day that is not a Business Day, such Interest Payment Date will be postponed to the following Business Day, except that, if that Business Day would fall in the next calendar month, the Interest Payment Date will be the immediately preceding Business Day. If the scheduled final Interest Payment Date (i.e., the Maturity Date or, if an issuer elects to prepay its PSP Note, the date of prepayment) falls on a day that is not a Business Day, the payment of principal and interest will be made on the next succeeding Business Day, but the final Interest Payment Date will not be postponed and interest on that payment will not accrue during the period from and after the scheduled final Interest Payment Date.

“U.S. Government Securities Business Day” means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

“Observation Period” means (i) in respect of each Interest Period after the Fixed/Floating Interest Period, the period from, and including, the date five U.S. Government Securities Business Days preceding the first date in such Interest Period to, but excluding, the date five U.S. Government Securities Business Days preceding the Interest Payment Date for such Interest Period and (ii) in respect of the Fixed/Floating Interest Period, the period from, and including, the date five U.S. Government Securities Business Days preceding the calendar day after the Fifth Anniversary to, but excluding, the date five U.S. Government Securities Business Days preceding the Interest Payment Date for such Fixed/Floating Interest Period.

“*SOFR Index*” with respect to any U.S. Government Securities Business Day, means:

(1) the SOFR Index value as published by the SOFR Administrator as such index appears on the SOFR Administrator’s Website at 3:00 p.m. (New York time) on such U.S. Government Securities Business Day (the “*SOFR Determination Time*”); provided that:

(2) if a SOFR Index value does not so appear as specified in (1) above at the SOFR Determination Time,

then:

(i) if a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred with respect to SOFR, then Compounded SOFR shall be the rate determined pursuant to the “SOFR Index Unavailable” provision below; or

(ii) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR, then Compounded SOFR shall be the rate determined pursuant to Section 2.4(d) of the PSP Notes or, in the case of PSP Notes with a PIK interest provision, Section 2.4(e) of the PSP Notes.

where:

“*SOFR*” means the daily secured overnight financing rate as provided by the SOFR Administrator on the SOFR Administrator’s Website.

“*SOFR Administrator*” means the Federal Reserve Bank of New York (or a successor administrator of SOFR); and

“*SOFR Administrator’s Website*” means the website of the Federal Reserve Bank of New York, or any successor source.

“*Compounded SOFR*” with respect to any Interest Period, means the rate computed in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point e.g., 9.876541% (or .09876541) being rounded down to 9.87654% (or .0987654) and 9.876545% (or .09876545) being rounded up to 9.87655% (or .0987655)):

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \frac{360}{dc}$$

where:

“*SOFR Index_{Start}*” is the SOFR Index value for (i) in the case of the Fixed/Floating Interest Period, the day five U.S. Government Securities Business Days preceding the calendar day after the Fifth Anniversary and (ii) for all other Interest Periods, the day which is five U.S. Government Securities Business Days preceding the first date of the relevant Interest Period;

“*SOFR Index_{End}*” is the SOFR Index value for the day which is five U.S. Government Securities Business Days preceding the Interest Payment Date relating to such Interest Period; and

“ d_c ” is the number of calendar days in the applicable Observation Period; provided that in no event will Compounded SOFR be less than zero.

“*Benchmark*” means Compounded SOFR, which is a compounded average of daily SOFR, as determined for each Interest Period in accordance with the definition of Compounded SOFR and other provisions set forth herein.

“*Benchmark Replacement Conforming Changes*” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the issuer or its designee determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the issuer or its designee determines is reasonably necessary).

“*Benchmark Replacement Date*” means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

“*Benchmark Transition Event*” means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(1) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency

of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

“*Reference Time*” with respect to any determination of the Benchmark means (1) if the Benchmark is Compounded SOFR, the SOFR Determination Time, and (2) if the Benchmark is not Compounded SOFR, the time determined by the issuer or its designee after giving effect to the Benchmark Replacement Conforming Changes.

SOFR Index Unavailable

If a SOFR Index_{Start} or SOFR Index_{End} is not published on the associated Interest Determination Date and a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred with respect to SOFR, “Compounded SOFR” means, for the applicable Interest Period for which such index is not available, the rate of return on a daily compounded interest investment calculated in accordance with the formula for SOFR Averages, and definitions required for such formula, published on the SOFR Administrator’s Website at [Additional Information about Reference Rates Administered by the New York Fed - FEDERAL RESERVE BANK of NEW YORK](#). For the purposes of this provision, references in the SOFR Averages compounding formula and related definitions to “calculation period” shall be replaced with “Observation Period” and the words “that is, 30-, 90-, or 180- calendar days” shall be removed. If the daily SOFR (“SOFR_i”) does not so appear for any day, “i” in the Observation Period, SOFR_i for such day “i” shall be SOFR published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator's Website.