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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): October 28, 2020

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**HealthStream, Inc.**

(Exact name of Registrant as Specified in Its Charter)

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**Tennessee**  
(State or Other Jurisdiction  
of Incorporation)

**000-27701**  
(Commission File Number)

**62-1443555**  
(IRS Employer  
Identification No.)

**500 11th Avenue North, Suite 1000,**  
**Nashville, Tennessee**  
(Address of Principal Executive Offices)

**37203**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: 615-301-3100**

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

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**Securities registered pursuant to Section 12(b) of the Act:**

<u>Title of each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock (Par Value \$0.00)	HSTM	Nasdaq Global Select Market

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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### **Item 1.01 Entry into a Material Definitive Agreement.**

On October 28, 2020, HealthStream, Inc., a Tennessee corporation (the “Company”), and Truist Bank, a North Carolina banking corporation as successor by merger to SunTrust Bank (“Truist”), entered into that certain Third Amendment to Revolving Credit Agreement (the “Amendment”), amending the Revolving Credit Agreement, dated as of November 24, 2014, as amended, by and among the Company, the several banks and other financial institutions and lenders from time to time party thereto and Truist, as administrative agent, issuing bank and swingline lender (as amended, the “Revolving Credit Facility”). The Amendment increased the capacity under the Revolving Credit Facility to \$65.0 million and extended the maturity date to October 28, 2023. In addition, the Amendment, among other things, (i) increased the basket for dividends to \$65.0 million so long as the pro forma leverage ratio is less than or equal to 1.50:1.00 and the Company has minimum liquidity of \$30.0 million, (ii) increased the basket for permitted minority owned investments to \$20.0 million, (iii) added a LIBOR floor of 0.50%, and (iv) adjusted the applicable margin. The applicable margin continues to depend on the Company’s leverage ratio and varies for Eurodollar loans from 1.50% to 1.75 % and for base rate loans varies from 0.50% to 0.75%.

The foregoing summary of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, a copy of which is attached hereto as [Exhibit 10.1](#) and incorporated herein by reference.

### **Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information contained in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

### **Item 9.01 Financial Statements and Exhibits.**

(d) [Exhibits](#).

<u>Exhibit Number</u>	<u>Description</u>
10.1*	<a href="#">Third Amendment to Revolving Credit Agreement, dated October 28, 2020, by and between HealthStream, Inc. and Truist Bank</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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\* Furnished herewith.

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## Exhibit Index

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\* Furnished herewith.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**HealthStream, Inc.**

Date: October 28, 2020

By: \_\_\_\_\_ /s/ Scott A. Roberts  
**Scott A. Roberts**  
**Chief Financial Officer**

**THIRD AMENDMENT TO REVOLVING CREDIT AGREEMENT**

THIS THIRD AMENDMENT TO REVOLVING CREDIT AGREEMENT (the "Amendment") is entered into by and between HEALTHSTREAM, INC., a Tennessee corporation (the "Borrower"), and TRUIST BANK, a North Carolina banking corporation, as successor by merger to SUNTRUST BANK, a Georgia banking corporation, in its capacity as Administrative Agent, as the Issuing Bank, as the Swingline Lender, and as a Lender (the "Administrative Agent"), dated this 28th day of October, 2020.

**RECITALS:**

A. Borrower, the Administrative Agent, the Issuing Bank, the Swingline Lender, and SunTrust Bank (as a Lender) previously entered into that certain Revolving Credit Agreement dated November 24, 2014, as amended by that certain First Amendment to Revolving Credit Agreement dated November 13, 2017, and as further amended by that certain Second Agreement to Revolving Credit Agreement dated December 31, 2018 (the "Credit Agreement"). Capitalized terms used in this Amendment but not otherwise defined in this Amendment shall have the meanings set forth in the Credit Agreement.

B. Borrower has requested that Administrative Agent modify certain terms pertaining to the indebtedness underlying the Credit Agreement.

C. The Administrative Agent is willing to enter into the requested modifications, on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Borrower and the Administrative Agent agree as follows:

1. The definition of "Adjusted LIBO Rate" in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"Adjusted LIBO Rate" or "LIBOR" means, with respect to each Interest Period for a Eurodollar Loan, (i) the rate *per annum* equal to the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person taking over the administration of that rate) appearing on Reuters screen page LIBOR 01 (or on any successor or substitute page of such service or any successor to such service, or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) at approximately 11:00 A.M. (London time) two (2) Business Days prior to the commencement of such Interest Period for deposit in U.S. Dollars, with a maturity comparable to such Interest Period, divided by (ii) a percentage equal to 100% minus the then stated maximum rate of all reserve requirements (including any marginal, emergency, supplemental, special or other reserves and without benefit of credits for proration, exceptions or offsets that may be available from time to time) applicable to any member bank of the Federal Reserve System in respect of Eurocurrency liabilities as defined in Regulation D (or any successor category of liabilities under Regulation D); *provided*, that in the event the rate referred to in clause (i) above shall be

less than fifty basis points (0.50%) *per annum*, then the Borrower and Administrative Agent agree that the rate referred to in clause (i) above shall be deemed to be fifty basis points (0.50%) *per annum*; *provided, further*, that if the rate referred to in clause (i) above is not available at any such time for any reason, then the Adjusted LIBO Rate shall be determined pursuant to Section 2.16 herein.

2. The definition of “Aggregate Revolving Commitment Amount” in Section 1.1 of the Credit Agreement is hereby amended by substituting “\$65,000,000.00” in place of the reference to “\$50,000,000.00” therein.

3. The definition of “Permitted Acquisition” in Section 1.1 of the Credit Agreement is hereby amended by substituting “\$45,000,000.00” in place of the reference to “\$30,000,000” therein.

4. The definition of “Revolving Commitment Termination Date” in Section 1.1 of the Credit Agreement is hereby amended by substituting “October 28, 2023” in place of the reference to “November 24, 2020” therein.

5. The following definitions are added to Section 1.1 of the Credit Agreement:

“Benchmark Replacement” means the sum of: (a) the alternate benchmark rate (which may include, without limitation, Term SOFR or a rate established from a weighted average of rates over a particular time period) selected by Administrative Agent giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body, or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to LIBOR for U.S. Dollar-denominated syndicated or bilateral credit facilities, and (b) the Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Addendum.

“Benchmark Replacement Adjustment” means, with respect to any replacement of LIBOR with an Unadjusted Benchmark Replacement for each applicable Interest Period, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by Administrative Agent giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of LIBOR with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body, and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of LIBOR with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated or bilateral credit facilities at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including, but not limited to, changes to the definition of “Base Rate,” the definition of “Interest

Period,” timing and frequency of determining rates and making payments of interest, and other administrative matters) that Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by Administrative Agent in a manner substantially consistent with market practice (or, if Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if Administrative Agent determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as Administrative Agent decides is reasonably necessary in connection with the administration of this Addendum).

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to LIBOR:

- (a) in the case of clause (a) or (b) 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 LIBOR permanently or indefinitely ceases to provide LIBOR; or
- (b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to LIBOR:

- (a) a public statement or publication of information by or on behalf of the administrator of LIBOR announcing that such administrator has ceased or will cease to provide LIBOR, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide LIBOR;
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of LIBOR, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for LIBOR, a resolution authority with jurisdiction over the administrator for LIBOR or a court or an entity with similar insolvency or resolution authority over the administrator for LIBOR, which states that the administrator of LIBOR has ceased or will cease to provide LIBOR permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide LIBOR; or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of LIBOR announcing that LIBOR is no longer representative.

“Benchmark Transition Start Date” means (a) in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if

such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication) and (b) in the case of an Early Opt-in Election, the date specified by Administrative Agent by notice to Borrower.

“Benchmark Unavailability Period” means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to LIBOR and solely to the extent that LIBOR has not been replaced with a Benchmark Replacement, the period (x) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced LIBOR for all purposes hereunder in accordance with Section 2.16(b), and (y) ending at the time that a Benchmark Replacement has replaced LIBOR for all purposes hereunder pursuant to Section 2.16(b).

“Early Opt-in Election” means the occurrence of:

(a) a determination by Administrative Agent that at least 5 currently outstanding U.S. Dollar-denominated syndicated or bilateral credit facilities at such time contain (as a result of amendment or as originally executed) as a benchmark interest rate, in lieu of LIBOR, a new benchmark interest rate to replace LIBOR, and

(b) the joint election by Administrative Agent and the Borrower to declare that an Early Opt-in Election has occurred and the provision by Administrative Agent of written notice of such election to Borrower.

“Federal Reserve Bank of New York’s Website” means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source.

“Relevant Governmental Body” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

“SOFR” with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York’s Website.

“Term SOFR” means the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

6. Section 2.14(a) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(a) The Borrower shall pay to the Administrative Agent for its own account fees in the amounts and at the times previously agreed upon in writing by the Borrower and the Administrative Agent, including without limitation, an up-front fee payable by Borrower on the date hereof equal to 0.20% of the amount of the Aggregate Revolving Commitment Amount.

7. Sections 2.16 and 2.17 of the Credit Agreement are hereby amended and restated in their entirety to read as follows:

2.16 **Inability to Determine Interest Rates.**

If, on a particular date (the "Determination Date") prior to the commencement of any Interest Period for any Eurodollar Borrowing:

(i) the Administrative Agent shall have reasonably determined, in its sole discretion, that, by reason of circumstances affecting the relevant interbank market, it cannot make, fund, or maintain a loan based upon the Adjusted LIBO Rate (provided a Benchmark Transition Event has not occurred) or the Benchmark Replacement, as applicable, for any reason, including without limitation illegality or the inability to ascertain or determine said rate on the basis provided for herein, or

(ii) the Administrative Agent shall have received notice from the Required Lenders that the Required Lenders have reasonably determined that the Adjusted LIBO Rate does not adequately and fairly reflect the cost to such Lenders of making, funding or maintaining their Eurodollar Loans for such Interest Period,

the Administrative Agent shall give written notice (or telephonic notice, promptly confirmed in writing) to the Borrower and to the Lenders as soon as practicable thereafter. Until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) the obligations of the Lenders to make Eurodollar Revolving Loans or to continue or convert outstanding Loans as or into Eurodollar Loans shall be suspended and (ii) all such affected Loans shall be converted into Base Rate Loans on the last day of the then current Interest Period applicable thereto unless the Borrower prepays such Loans in accordance with this Agreement. Unless the Borrower notifies the Administrative Agent at least one (1) Business Day before the date of any Eurodollar Borrowing for which a Notice of Revolving Borrowing or a Notice of has previously been given that it elects not to borrow, continue or convert to a Eurodollar Borrowing on such date, then such Revolving Borrowing shall be made as, continued as or converted into a Base Rate Borrowing.

In the event Administrative Agent determines that the circumstances giving rise to a notice pursuant to this Section have ended, the Administrative Agent shall provide notice of same at which time the interest rate will revert to the prior rate based upon the Adjusted LIBO Rate (provided a Benchmark Transition Event has not occurred) or the Benchmark Replacement, as applicable, plus the Margin.

(b) Effect of Benchmark Transition Event

(i) Benchmark Replacement. Notwithstanding anything to the contrary in this Agreement or in any other Loan Document, upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, Administrative Agent may amend this Agreement to replace the Adjusted LIBO Rate with a Benchmark Replacement. Any such amendment will become effective at 5:00 p.m. on the fifth (5<sup>th</sup>) Business Day after Administrative Agent has provided notice in accordance with Section 2.16.(b)(iii) to Borrower without any further action or consent of Borrower. No replacement of the Adjusted LIBO Rate with a Benchmark Replacement pursuant to this Section 2.16(b) will occur prior to the applicable Benchmark Transition Start Date.

(ii) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary in this Agreement or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of Borrower.

(iii) Notices; Standards for Decisions and Determinations. Administrative Agent will promptly notify Borrower of (1) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date and Benchmark Transition Start Date, (2) the implementation of any Benchmark Replacement, (3) the effective date of any Benchmark Replacement Conforming Changes, and (4) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by Administrative Agent pursuant to this Section 2.16(b), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in Administrative Agent's sole discretion and without consent of Borrower, except as expressly required pursuant to this Section 2.16.

(iv) Benchmark Unavailability Period. Upon Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the

obligation of Administrative Agent or Lender(s) to make any advance or convert any loan based upon the Adjusted LIBO Rate shall cease, and Borrower may revoke any request for such an advance or request for conversion to be made, converted or continued during any Benchmark Unavailability Period and, failing that, Borrower will be deemed to have converted any such request into a request for an advance at or conversion to the Base Rate and the outstanding balance shall accrue interest at the Base Rate.

2.17 [Reserved.]

8. Subsection 7.4(h) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(h) Investments in Persons that are not Subsidiaries which in the aggregate do not exceed \$20,000,000.00 at any time; and

9. Subsection 7.5(iii) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(iii) dividends, stock repurchases, and redemptions paid on the common equity of the Borrower; provided that (a) no Default or Event of Default shall have occurred and be continuing at the time such dividend or distribution is paid or would occur as a result of such payment; (b) the aggregate amount of all such Restricted Payments made by the Borrower during the effectiveness of this Agreement does not exceed \$65,000,000.00; (c) after giving effect to any such Restricted Payments, the Borrower's pro forma Leverage Ratio shall be 1.50:1.00 or less and Borrower shall otherwise be in compliance with the covenants required by Article VI; (d) after giving effect to any such Restricted Payments, Borrower would have and does have a minimum liquidity of \$30,000,000.00, as reflected in an aggregate of: (i) Borrower's cash-on-hand, and (ii) the Revolving Commitment less the aggregate Revolving Credit Exposure for all Lenders; and (e) a Responsible Officer of Borrower shall have provided Administrative Agent with a written certification that the foregoing conditions have been satisfied; and

10. The address of the "Borrower" in Section 10.1 of the Credit Agreement is hereby amended and restated as set forth below:

To the Borrower: Healthstream, Inc.  
500 11th Avenue North, Suite 1000  
Nashville, Tennessee 37203  
Attention: Chief Financial Officer  
Telecopy Number: 615-301-3200

11. Borrower acknowledges that Truist Bank, a North Carolina banking corporation, is the successor by merger to SunTrust Bank, and accordingly, has assumed the roles of SunTrust Bank as the Administrative Agent, as the Issuing Bank, as the Swingline Lender, and as a Lender, under the Credit Agreement. All references in the Credit Agreement, as amended herein, to

SunTrust Bank or to any of its aforementioned roles shall be construed to refer to Truist Bank, a North Carolina banking corporation, as successor by merger to SunTrust Bank.

12. Schedule I to the Credit Agreement is amended and restated as set forth in Schedule I hereto.

13. Schedule II to the Credit Agreement is amended and restated as set forth in Schedule II hereto.

14. The Credit Agreement is not amended in any other respect.

15. Nothing contained herein shall be construed as a waiver or release of any term or obligation of Borrower or any other party under the Credit Agreement.

16. This Amendment is intended to be performed in accordance with and to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Amendment, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of such provision to other persons or circumstances, shall not be affected thereby but rather shall be enforced to the fullest extent permitted by law. This Amendment may be executed in more than one counterpart, all of which, taken together, shall constitute one and the same instrument. The executed Amendment may be sent via e-mail, via PDF or via facsimile. Facsimile or electronic signatures shall be deemed valid and binding to the same extent as an original signature.

17. The Borrower reaffirms all of its obligations under the Credit Agreement, as amended hereby, and under all of the other Loan Documents. The Borrower agrees that its obligations thereunder are its true and lawful obligations, enforceable in accordance with their terms, subject to no defense, counterclaim, or objection.

*[Remainder of page left blank. Signature pages follow.]*

ENTERED INTO as of the date first above written.

**HEALTHSTREAM, INC.**

By: /s/ Scott A. Roberts

Name: Roberts  
Title: Financial Officer  
President

Scott A.  
Chief  
and Senior Vice

STATE OF TENNESSEE        )  
  )  
COUNTY OF DAVIDSON        )

Before me, Tara D. Martin, a Notary Public of said County and State, personally appeared Scott A. Roberts, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Financial Officer and Senior Vice President (or other officer authorized to execute the instrument) of HEALTHSTREAM, INC., a Tennessee corporation, the within named bargainor, a corporation, and that he as such Chief Financial Officer and Senior Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief Financial Officer and Senior Vice President.

Witness my hand and official seal, at Office in Nashville, this 20<sup>th</sup> day of October, 2020.

/s/ Tara D. Martin  
Notary Public

My Commission Expires: November 8, 2022

**TRUIST BANK**, successor by merger to SunTrust Bank, as the  
Administrative Agent, as the Issuing Bank, as the Swingline Lender,  
and as a Lender

By: /s/ Locksley Randle  
Locksley Randle, Vice President

**Applicable Margin and Applicable Percentage**

<b>Pricing Level</b>	<b>Leverage Ratio</b>	<b>Applicable Margin for Eurodollar Loans</b>	<b>Applicable Margin for Base Rate Loans</b>	<b>Applicable Percentage for Commitment Fee (through 12/31/2020)</b>	<b>Applicable Percentage for Commitment Fee (1/1/2021 to maturity)</b>
I	Less than 2.00:1.00	1.50% <i>per annum</i>	0.50% <i>per annum</i>	0.10% <i>per annum</i>	0.20% <i>per annum</i>
II	Greater than or equal to 2.00:1.00	1.75% <i>per annum</i>	0.75% <i>per annum</i>	0.10% <i>per annum</i>	0.30% <i>per annum</i>

**Commitment Amounts**

<b>Lender</b>	<b>Revolving Commitment Amount</b>
Truist Bank	\$65,000,000.00