

## PLEDGE AND SECURITY AGREEMENT

**THIS PLEDGE AND SECURITY AGREEMENT** (“**Agreement**”) is made this 6<sup>th</sup> day of October, 2014 by and among GOLDMAN SACHS SOCIAL IMPACT FUND, L.P., a Delaware limited partnership, having an office at 200 West Street, New York, New York 10282 (together with its successors and assigns, hereinafter referred to as “**GSSIF Senior Lender**”), The Northern Trust Company, an Illinois banking corporation, having an office at 50 South LaSalle Street, Chicago, Illinois 60603 (together with its successor and assigns, hereinafter referred to as “**NT Senior Lender**” or together with GSSIF Senior Lenders the “**Senior Lenders**”) and PRITZKER FAMILY FOUNDATION, an Illinois not-for-profit corporation, having an office at 111 South Wacker Drive, Suite 4000, Chicago, Illinois 60606 (together with its successors and assigns, hereinafter referred to as “**Subordinate Lender**”) on one hand and on the other hand IFF PAY FOR SUCCESS I, LLC, an Illinois limited liability company having its principal office located at 1 North LaSalle Street, Suite 700, Chicago, Illinois 60602 (the “**Borrower**”). Capitalized terms used in this Agreement have the respective meanings assigned to them in Section 1.1.

### RECITALS

A. The Borrower has entered into a senior loan agreement (the “**GSSIF Senior Loan Agreement**”), dated as of the date hereof, by and between the Borrower and GSSIF Senior Lender, a senior loan agreement (the “**NT Senior Loan Agreement**” and together with the GSSIF Senior Loan Agreement the “**Senior Loan Agreements**”), dated as of the date hereof, by and between the Borrower and NT Senior Lender, and a subordinate loan agreement (the “**Subordinate Loan Agreement**”), dated as of the date hereof, by and between the Borrower and the Subordinate Lender, pursuant to which the Borrower will derive the funding necessary for the Borrower to provide funding that will enable the provision of the CPS CPC Program to CPC Funded Program Enrollees.

B. The obligations of the Borrower pursuant to the Loan Documents are expected to be repaid through Pay-for-Success Payments that (i) CPS is obligated to make to the City pursuant to an intergovernmental agreement (the “**Intergovernmental Agreement**”) that has been or will as a condition of the initial advances under the Loan Agreements be entered into by the City and CPS and (ii) the City is in turn obligated to make to the Borrower pursuant to a pay-for-success agreement (the “**City PFS Agreement**”) that has been or will as a condition of the initial advances under the Loan Agreements be entered into by the City and the Borrower. Pursuant to the City PFS Agreement, the City and CPS have approved or will approve the Borrower as the Assignee (defined herein as such term is defined in the Intergovernmental Agreement) of the City’s rights under the Intergovernmental Agreement.

C. The Borrower has established or will establish two blocked accounts (the “**Designated Accounts**”) at BMO Harris Bank, N.A. (the “**Bank**”) into which payments made by the City and CPS respectively for the account of the Borrower pursuant to the City PFS Agreement and the Intergovernmental Agreement will be deposited, and Borrower, Senior Lenders, Subordinate Lender and the Bank have entered into or will enter into a deposit account control

agreement (collectively, the “**Deposit Account Control Agreements**”) with respect to each Designated Account.

D. It is a condition precedent to Senior Lenders’ obligation to make the Senior Loans and the Subordinate Lender’s obligation to make the Subordinate Loan that the Borrower makes the pledge and grants the security interest to Senior Lenders on a senior basis and to Subordinate Lender on a subordinate basis as contemplated and effected by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Borrower, Senior Lenders and Subordinate Lender, the Borrower, Senior Lenders and Subordinate Lender agree as follows:

## **ARTICLE I DEFINITIONS; RULES OF CONSTRUCTION**

**SECTION 1.1**      **Definitions.** Except as otherwise set forth below, all capitalized terms used in this Agreement have the meanings given to those terms in the GSSIF Senior Loan Agreement or elsewhere in this Agreement unless the context or use clearly indicates a different meaning. Unless otherwise defined in this Agreement, terms used in this Agreement that are defined in the UCC shall have the meaning given those terms in the UCC.

“CPC Program Funded Enrollee” shall mean a child who has received instruction pursuant to the CPS CPC Program that has been funded by Borrower using proceeds of funding provided by the Senior Lenders and Subordinate Lender.

“Lender” means GSSIF Senior Lender, NT Senior Lender and/or Subordinate Lender, individually or collectively as the context shall require.

“Lender Representative” shall mean (i) so long as all obligations owed by Borrower to the GSSIF Senior Lender have not been paid in full, GSSIF, and (ii) after all obligations owed by Borrower to the GSSIF Senior Lender have been paid in full and so long as all obligations owed by Borrower to the NT Senior Lender have not been paid in full, the NT Senior Lender, and (iii) after all obligations owed by Borrower to the GSSIF Senior Lender and the NT Senior Lender have been paid in full and so long as all obligations owed by Borrower to the Subordinate Lender have not been paid in full, the Subordinate Lender.

“Senior Loan Documents” shall mean, collectively, the “Loan Documents” as defined in the Senior Loan Agreements.

“Senior Loan Obligations” shall mean all money owed by, and all indebtedness, obligations, and agreements of every kind and nature of, Borrower to or with Senior Lenders pursuant to the Senior Loan Documents, now existing or hereafter arising, whether in the form of loans, interest, Success Fees (as defined in the GSSIF Senior Loan Agreement), charges, indemnities, expenses or otherwise, and whether direct or indirect, acquired outright, conditionally or as collateral security, absolute or contingent, joint or several, liquidated or unliquidated, secured or unsecured, arising by operation of law or otherwise, and all obligations of Borrower to Senior

Lenders to repay amounts due to Senior Lenders under any existing or future agreements relating to any future advances, renewals, extensions or changes in form of, or substitutions for, any of said indebtedness or liabilities, all the other sums and charges to be paid to Senior Lenders pursuant to the Senior Loan Documents, any Losses (as defined in the Senior Loan Agreements), and all interest and late charges on any of the foregoing.

“Subordinate Loan Documents” shall have the meaning ascribed to the term “Loan Documents” in the Subordinate Loan Agreement.

“Subordinate Loan Obligations” shall mean all money owed by, and all indebtedness, obligations, and agreements of every kind and nature of, Borrower to or with Subordinate Lender pursuant to the Subordinate Loan Documents, now existing or hereafter arising, whether in the form of loans, interest, Success Fees (as defined in the Subordinate Loan Agreement), charges, indemnities, expenses or otherwise, and whether direct or indirect, acquired outright, conditionally or as collateral security, absolute or contingent, joint or several, liquidated or unliquidated, secured or unsecured, arising by operation of law or otherwise, and all obligations of Borrower to Subordinate Lender to repay amounts due to Subordinate Lender under any existing or future agreements relating to any future advances, renewals, extensions or changes in form of, or substitutions for, any of said indebtedness or liabilities, all the other sums and charges to be paid to Subordinate Lender pursuant to the Subordinate Loan Documents, any Losses (as defined in the Subordinate Loan Agreement), and all interest and late charges on any of the foregoing.

**SECTION 1.2**        **Rules of Construction**. The rules of construction set forth in Section 1(b) of the Subordination and Intercreditor Agreement shall apply to this Agreement in their entirety, except that in applying such rules, the term “Agreement” shall mean this Agreement.

## ARTICLE II PLEDGE OF COLLATERAL

**SECTION 2.1**        **Grant of Security Interest**. As security for the due, punctual, full and exact payment, performance or observance by the Borrower of: (i) all Senior Loan Obligations, whether at stated maturity, by acceleration or otherwise (including the payments of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, or any successor provision thereto), whether now outstanding or hereafter arising, (ii) all other obligations arising under the Senior Loan Agreements or any other Senior Loan Document, (iii) all obligations which may be owing to Senior Lenders from time to time under the Senior Loan Documents, (iv) all Subordinate Loan Obligations, whether at stated maturity, by acceleration or otherwise (including the payments of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, or any successor provision thereto), whether now outstanding or hereafter arising, (v) all other obligations arising under the Subordinate Loan Agreement or any other Subordinate Loan Document, and (vi) all obligations which may be owing to Subordinate Lender from time to time under the Subordinate Loan Documents, the Borrower hereby collaterally sells, assigns, mortgages, hypothecates, conveys, transfers and grants to Senior Lenders a first priority lien and security interest in and to, and to Subordinate Lender a second lien and security interest in and to, all of the Borrower’s present and future rights, title and interests in and to the rights and interests described below (all of which is collectively called the “**Collateral**”):

- (a) the Designated Accounts effective when and as the same shall be established;
- (b) all rights of Borrower in, to and under the City PFS Agreement effective when and as the same shall be executed by the parties thereto;
- (c) all rights of Borrower as Assignee under and pursuant to the Intergovernmental Agreement effective when and as the same shall be executed by the parties thereto; and

Borrower hereby constitutes the Lender Representative as the true and lawful agent and attorney-in-fact of Borrower with sole authority to exercise all rights of Borrower under and with respect to the Deposit Account Control Agreements. Borrower agrees that so long as this Agreement remains in effect Borrower shall not have any right to exercise and shall not purport to exercise any rights of Borrower under or with respect to the Deposit Account Control Agreements.

**SECTION 2.2**        **Further Assurances.** At any time and from time to time, at the expense of the Borrower, the Borrower shall promptly give, execute, deliver, file and record any notice, statement, instrument, document, agreement or other paper and do such other acts and things that may be necessary, or that Senior Lenders or Subordinate Lender may request, in order to perfect, continue and protect any security interest granted or purported to be granted by this Agreement or to enable Senior Lenders to exercise and enforce the rights and remedies of Senior Lenders and Subordinate Lender under this Agreement. The Borrower irrevocably authorizes Senior Lenders to file from time to time one or more financing statements describing the Collateral in any UCC jurisdiction.

**SECTION 2.3**        **Competing Security Arrangements.** Senior Lenders and Subordinate Lender do not authorize and the Borrower agrees not to:

- (a) execute, file, permit to be filed or suffer to remain on file in any jurisdiction any security agreement, financing statement or like agreement or instrument with respect to the Collateral, or any part of the Collateral, naming anyone other than Senior Lenders and Subordinate Lender as the secured parties; or
- (b) sell, exchange or transfer or otherwise dispose of or grant any other security interest in any of the Collateral or any interest in the Collateral.

**SECTION 2.4**        **No Change.**

- (a) The Borrower will not voluntarily or involuntarily change its legal name, without at least 30 days prior written notice to Senior Lenders and Subordinate Lender.
- (b) If the Borrower is a corporation, limited liability company or limited partnership, the Borrower will not voluntarily or involuntarily change the state of its incorporation or formation without at least 30 days prior written notice to Senior Lenders or Subordinate Lender.

**SECTION 2.5**        **Defense of Collateral.** The Borrower will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest in the Collateral.

**ARTICLE III**  
**REPRESENTATIONS AND WARRANTIES**

**SECTION 3.1**      **Representations and Warranties of the Borrower.**      The Borrower represents and warrants to Senior Lenders and Subordinate Lender as of each Initial Advance Date that:

(a)      No consent of any other person or entity and no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required (i) for the pledge by the Borrower of the Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by the Borrower or (ii) for the perfection or maintenance of the security interest created hereby (including, with respect to the Senior Lenders, the first priority nature of such security interest and, with respect to the Subordinate Lender, the second priority nature of such security interest), there are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived.

(b)      Neither the execution nor delivery of this Agreement nor the performance by the Borrower of its obligations under this Agreement, nor the consummation of the transactions contemplated by this Agreement, will (i) conflict with any provision of the Articles of Incorporation or any other organizational documents of the Borrower; (ii) conflict with, result in a breach of, or constitute a default (or an event which would, with the passage of time or the giving of notice or both, constitute a default) under, or give rise to a right to terminate, amend, modify, abandon or accelerate, any contract, agreement, promissory note, lease, indenture, instrument or license to which the Borrower is a party or by which the Borrower's assets or properties may be bound or affected; (iii) violate or conflict with any federal, state or local law, statute, ordinance, rule, regulation, order, judgment, decree or arbitration award which is either applicable to, binding upon or enforceable against the Borrower; (iv) result in or require the creation or imposition of any liens, security interests, options or other charges or encumbrances ("**Liens**") upon or with respect to the Collateral; (v) violate any legally protected right of any individual or entity or give to any individual or entity a right or claim against the Borrower; or (vi) require the consent, approval, order or authorization of, or the registration, declaration or filing (except to the extent that the filing of UCC Financing Statements may be applicable) with, any federal, state or local government entity.

(c)      The Deposit Account Control Agreements are in full force and effect, create a valid and enforceable prior perfected first lien and security interest in favor of Senior Lenders in all right, title and interest of the Borrower in the respective Designated Accounts, and are enforceable against the parties thereto in accordance with its terms.

(d)      The City PFS Agreement is in full force and effect and no event of default, or event which, with the giving of notice or the lapse of time, or both would constitute a default, has occurred is occurring thereunder.

(e)      The Intergovernmental Agreement is in full force and effect and no event of default, or event which, with the giving of notice or the lapse of time, or both would constitute a default, has occurred thereunder and Borrower's rights as Assignee are in full force and effect.

(f) The security interest in the Collateral for the benefit of Senior Lenders is a first, prior and perfected security interest. The security interest in the Collateral for the benefit of Subordinate Lender is a second and perfected security interest. No financing statement covering the Collateral, or any part thereof is outstanding or is on file in any public office other than financing statements perfecting the security interests granted hereby.

(g) The Borrower's exact legal name is set forth in the first paragraph of this Agreement. The Borrower is a limited liability company fully organized and validly existing under the laws of the State of Illinois.

#### **ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES**

**SECTION 4.1**        **Event of Default.** The occurrence of any one or more of the following events shall constitute an Event of Default under this Agreement:

(a) the Borrower fails to pay any amount due under the express terms of this Agreement within five (5) days after demand is made therefor; or

(b) any failure by the Borrower to perform or observe any of its obligations under this Agreement (other than as set out in (a) above), as and when required, which continues for a period of five (5) days after notice of such failure the Lender Representative to the Borrower, but no such notice or grace period shall apply in the case of any such failure which could, in the judgment of the Lender Representative, absent immediate exercise by Senior Lenders of a right or remedy under this Agreement, result in harm to Senior Lenders, impairment of this Agreement or any of the Collateral; or

(c) any representation or warranty on the part of the Borrower contained in this Agreement or repeated and reaffirmed in this Agreement proves to be false, misleading or incorrect in any material respect when made or deemed made; or

(d) the occurrence of an Event of Default or Sentinel Event under any of the GSSIF Senior Loan Agreement, the NT Senior Loan Agreement or the Subordinate Loan Agreement.

**SECTION 4.2**        **Remedies Upon Borrower's Default.** If any Event of Default and/or Sentinel Event has occurred and is continuing and written notice of the Event of Default and/or the Sentinel Event has been provided by the Lender Representative to Borrower, the Lender Representative may declare all Senior Loan Obligations and Subordinate Loan Obligations secured hereby immediately due and payable and shall have, in addition to all other rights and remedies available to it under this Agreement and the Senior Loan Agreements and available to the Subordinate Lender under the Subordinate Loan Agreement, the right to exercise all authority and rights of Borrower under the Deposit Account Control Agreements and all remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to receive any and all distributions or payments that would otherwise be payable to Borrower through or by virtue of the Collateral (and Senior Lenders shall apply any such payments to the Senior Loan Obligations and Subordinate Loan Obligations in accordance with the Subordination and Intercreditor Agreement).

The foregoing rights and remedies (i) shall be cumulative and concurrent, (ii) may be pursued separately, successively or concurrently against the Borrower and any other party obligated under the Senior Loan Obligations and Subordinate Loan Obligations, or against the Collateral, or any other security for the Senior Loan Obligations and Subordinate Loan Obligations, at the sole discretion of the Lender Representative, (iii) may be exercised as often as occasion therefor shall arise, it being agreed by Borrower that the exercise or failure to exercise any of same shall not in any event be construed as a waiver or release thereof or of any other right, remedy or recourse and (iv) are intended to be and shall be non-exclusive. Nothing in this Agreement shall require or be construed to require the Lender Representative to accept tender of performance of any of the Borrower's obligations under this Agreement after the expiration of any time period set forth in this Agreement for the performance of such obligations and the expiration of any applicable cure periods, if any.

**SECTION 4.3**        **No Additional Waiver Implied by One Waiver.** If the Borrower shall fail to perform any obligation it is required to perform under this Agreement, and such failure is thereafter waived by the Lender Representative, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive any other failure to perform as required under this Agreement. Any forbearance by the Lender Representative to demand payment of any amounts payable under this Agreement shall be limited to the particular payment for which the Lender Representative forbears from demanding for payment and shall not be deemed a forbearance to demand any other amount payable under this Agreement.

**SECTION 4.4**        **Nature of Senior Lenders' and Subordinate Lender's Rights.** The rights of Senior Lenders and Subordinate Lender to the Collateral held for their benefit under this Agreement shall not be subject to any right of redemption the Borrower might otherwise have and shall not be suspended, discontinued or reduced or terminated for any cause, including, without limiting the generality of the foregoing, any event constituting force majeure or any acts or circumstances that may constitute commercial frustration of purpose.

## ARTICLE V MISCELLANEOUS PROVISIONS

**SECTION 5.1**        **Fees, Costs and Expenses; Indemnification.** The Borrower agrees to reimburse Senior Lenders and Subordinate Lender on demand for all out-of-pocket costs and expenses incurred by either Senior Lender or Subordinate Lender in connection with the administration and enforcement of this Agreement and agrees to indemnify and hold harmless each Senior Lender and Subordinate Lender from and against any and all losses, costs, claims, damages, penalties, causes of action, suits, judgments, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by such Senior Lender or Subordinate Lender under this Agreement or in connection with this Agreement, unless such liability shall be due to willful misconduct or gross negligence (as determined by a court of competent jurisdiction that is not subject to appeal) on the part of the Lender seeking compensation or its agents or employees. If the Borrower fails to do any act or thing which it has covenanted to do under this Agreement or any representation or warranty on the part of the Borrower contained in this Agreement or repeated and reaffirmed in this Agreement is breached, either Senior Lender or Subordinate Lender may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may

expend its funds for such purpose. Any and all amounts so expended by either Senior Lender or Subordinate Lender shall be repayable to it by the Borrower upon either Senior Lender's or Subordinate Lender's demand. The obligations of the Borrower under this Section shall survive the termination of this Agreement and the discharge of the other obligations of the Borrower under this Agreement, and shall be recourse to Borrower to the same extent that the Senior Loan Obligations and the Subordinate Loan Obligations are recourse to Borrower pursuant to the Senior Loan Agreements and the Subordinate Loan Agreement respectively and the Limited Recourse Carve-Out Agreement being executed by Borrower simultaneously herewith in favor of Senior Lenders and Subordinate Lender.

**SECTION 5.2**        **Termination**. This Agreement and the assignments, pledges and security interests created or granted by this Agreement shall create a continuing security interest in the Collateral and shall terminate only upon the expiration of the Term of the Senior Loan Agreements (as provided and defined in the Senior Loan Agreements) and the Term of the Subordinate Loan Agreement (as provided and defined in the Subordinate Loan Agreement) and the irrevocable payment in full of the Senior Loan Obligations and the Subordinate Loan Obligations. Upon such expiration and payment, if requested by the Borrower, Lender Representative shall, at the cost and expense of the Borrower, execute and deliver to the Borrower for recording or filing in each office in which any assignment or financing statement relative to the Collateral or the agreements relating thereto or any part of the Collateral, shall have been filed or recorded, a termination statement or release under applicable law (including, if relevant, the UCC) releasing the Senior Lenders' and Subordinate Lender's interest therein, and such other documents and instruments as the Borrower may reasonably request all without recourse to or warranty whatsoever by Senior Lenders and Subordinate Lender and at the cost and expense of the Borrower.

**SECTION 5.3**        **No Deemed Waiver**. No failure on the part of either Senior Lender or the Subordinate Lender or any of their respective agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either Senior Lender or any of their agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

**SECTION 5.4**        **Entire Agreement**. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement.

**SECTION 5.5**        **Successors and Assigns**. This Agreement shall inure to the benefit of, and be enforceable by, the Borrower, each Senior Lender and Subordinate Lender and their respective successors and permitted assigns, and nothing herein expressed or implied shall be construed to give any other Person any legal or equitable rights under this Agreement.

**SECTION 5.6**        **Amendment**. The Borrower, Senior Lenders and Subordinate Lender agree that this Agreement may be amended, changed, waived or modified only by an instrument in writing executed by their duly authorized representatives.

**SECTION 5.7**      **Notices.** All notices, consents, approvals and requests required or permitted hereunder or under any other Loan Document shall be given in writing (regardless whether the provision in question requires that notice be in writing) and shall be effective for all purposes if hand delivered or sent by FedEx or other reputable overnight delivery service, addressed as follows (or at such other address and person as shall be designated from time to time by any party hereto, as the case may be, in a written notice to the other parties hereto in the manner provided for in this Section 5.7:

If to Borrower:                      IFF Pay for Success I, LLC  
1 North LaSalle Street, Suite 700  
Chicago, Illinois 60602  
Attention: Joe Neri, Chief Executive Officer

with a copy by  
electronic mail to:

with a copy to:                      DLA Piper LLP (US)  
203 North LaSalle Street, Suite 1900  
Chicago, Illinois 60601-1293  
Attention: Richard Klawiter

with a copy by  
electronic mail to:

If to Senior Lender:                c/o Goldman Sachs Social Impact Fund, L.P.  
200 West Street  
New York, New York 10282  
Attention: Andrea L. Phillips

with a copy to:                      c/o Goldman Sachs Social Impact Fund, LP  
200 West Street  
New York, New York 10282  
Attention: Andrea Gift

with a copy by  
electronic mail to: [gs-uig-docs@gs.com](mailto:gs-uig-docs@gs.com)

with a copy to:                      Manatt, Phelps & Phillips, LLP  
7 Times Square  
New York, New York 10036  
Attention: Peter F. Olberg

If to NT Senior Lender:            The Northern Trust Company  
50 South LaSalle Street  
Chicago, Illinois 60603

Attention: Deborah L. Kasemeyer,  
Chief Community Reinvestment Act Officer

with a copy by  
electronic mail to: [Dlk@ntrs.com](mailto:Dlk@ntrs.com)

with a copy to: Kirkland & Ellis, LLP  
300 North LaSalle Street  
Chicago, Illinois 60654  
Attention: Maureen E. Sweeney, P.C.

with a copy by  
electronic mail to: [maureen.sweeney@kirkland.com](mailto:maureen.sweeney@kirkland.com)

If to Subordinate Lender: Pritzker Family Foundation  
111 South Wacker Drive, Suite 4000  
Chicago, Illinois 60606  
Attention: Jay Robert Pritzker

with a copy by  
electronic mail to: [jbpritzker@pritzkergroup.com](mailto:jbpritzker@pritzkergroup.com)

with a copy to: Kirkland & Ellis, LLP  
300 North LaSalle Street  
Chicago, Illinois 60654  
Attention: Maureen E. Sweeney, P.C.

with a copy by  
electronic mail to: [maureen.sweeney@kirkland.com](mailto:maureen.sweeney@kirkland.com)

A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; or in the case of expedited prepaid delivery, upon the delivery (or refusal) thereof.

**SECTION 5.8** **Governing Law**. This Agreement shall be construed, and the obligations, rights and remedies of the parties under this Agreement shall be determined, in accordance with the laws of the State of New York without regard to conflicts of laws principles, except to the extent that the laws of the United States of America may prevail.

**SECTION 5.9** **WAIVER OF JURY TRIAL**. THE PARTIES HERETO (I) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING UNDER THIS AGREEMENT TRIABLE BY A JURY AND (II) WAIVE ANY RIGHT TO TRIAL BY JURY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL BY THE PARTIES, AND THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE.

**SECTION 5.10**      **Severability**. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

**SECTION 5.11**      **Multiple Counterparts**. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed signature page by facsimile, PDF or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

*[The remainder of this page is intentionally blank]*

The Borrower, Senior Lenders and Subordinate Lender have caused this Agreement to be signed, on the date first written above, by their respective officers or representatives duly authorized.

**BORROWER:**

IFF PAY FOR SUCCESS I LLC

By: IFF, an Illinois not-for-profit corporation,  
its managing member

By:   
Name: Joe Neri  
Title: Chief Executive Officer

**GSSIF SENIOR LENDER:**

GOLDMAN SACHS SOCIAL IMPACT  
FUND, L.P.

By: Goldman Sachs Social Impact Fund GP,  
LLC, its General Partner

By: Carrie Van Syckel  
Name: Carrie Van Syckel  
Title: Vice President

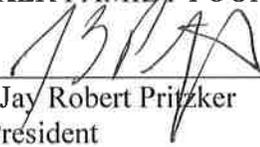
**NT SENIOR LENDER:**

THE NORTHERN TRUST COMPANY

By: Deborah Kasemeyer  
Name: Deborah L. Kasemeyer  
Title: Senior Vice President

**SUBORDINATE LENDER:**

PRITZKER FAMILY FOUNDATION

By:  \_\_\_\_\_

Name: Jay Robert Pritzker

Title: President