
PAY FOR SUCCESS AGREEMENT

Dated as of _____, 2019

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This Pay for Success Agreement (this “Agreement”), dated as of _____, 2019, is among **Payor Alliance for AT Home LLC** (“PAATH LLC”), a Delaware limited liability company, and **Austin Travis County Home Initiative LLC**, a Delaware limited liability company (“AT Home LLC”). PAATH LLC and AT Home LLC are referred to herein collectively as the “Parties” and each as a “Party”. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in Appendix A.

WHEREAS, the Parties wish to enter into a contract for the Austin-Travis County Home Initiative (the “Project”), on the terms and subject to the provisions of this Agreement;

WHEREAS, PAATH LLC will enter into five Payor Contracts (collectively, the “Payor Contracts,” attached hereto in Appendix B) with each of [(i) the City of Austin, (ii) Travis County, (iii) Central Health, the health care tax district for Travis County and the City of Austin, (iv) Community Care Collaborative, a joint venture between Central Health and Ascension, and (v) Episcopal Health Foundation, a not for profit corporation incorporated in the State of Texas] (collectively, the “Payors”) pursuant to which each of the Payors will commit funds to be applied collectively as Outcome Payments in the maximum amount set forth in each Payor Contract;

WHEREAS, an additional \$500,000 will be payable for Outcomes Payments via grant funding from the United States Department of Housing and Urban Development (“HUD”) and the United States Department of Justice (“DOJ”);

WHEREAS, operating costs for the Project will be funded by the proceeds of loans to AT Home LLC (the “Financing”), such Financing to be repaid from Outcome Payments;

WHEREAS, AT Home LLC and PAATH LLC are each wholly owned subsidiaries of Social Finance, Inc. and the directors and officers of AT Home LLC and PAATH LLC are officers and employees of Social Finance, Inc.;

WHEREAS, following the execution and delivery of this Agreement, AT Home LLC will enter into an agreement with Ending Community Homelessness Coalition (“ECHO”, and such contract, the “Intervention Agreement”) to provide Permanent Supportive Housing wrap-around services (the “Intervention”) through ECHO’s subcontractors (the “Implementing Agents”), all as more fully described in Schedule 1 (Operating Responsibilities);

WHEREAS, simultaneously with the execution of this Agreement, AT Home LLC will enter into an agreement (the “Evaluator Agreement”) with Abt Associates Inc. (the “Evaluator”), an independent third party, to measure five different Outcomes, including an Inpatient Days Outcome, an Emergency Department Visits Outcome, a Housing Stability Outcome, a Jail Bookings Outcome, and a Jail Days Outcome, all as more fully described in Schedule 2 (Project Evaluation);

WHEREAS, AT Home LLC will calculate the Outcome Payments, if any, attributable to the Project, and the amount of such Outcome Payments to be paid by each of the Payors, in accordance with Schedule 3 (Calculation of Outcome Payments), and provide an invoice for such amounts to PAATH LLC; and

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the Parties agree as follows:

ARTICLE I. DEFINITIONS/CONSTRUCTION

Section 1.1 Defined Terms In this Agreement, capitalized terms have the meaning assigned to them in this Agreement and accompanying Schedules, and in Appendix A – Index of Defined Terms, a copy of which is attached hereto and incorporated by this reference.

Section 1.2 Schedules

The following Schedules attached hereto are hereby incorporated into this Agreement in their entirety:

Schedule 1: Operating Responsibilities

Schedule 2: Project Evaluation

Schedule 3: Calculation of Outcome Payments

Schedule 4: Governance and Reporting

Schedule 5: Publicity

Section 1.3 Appendices.

The following additional Appendices are attached hereto:

Appendix B: Payor Contracts with each of the Payors, hereby incorporated into this Agreement in their entirety.

ARTICLE II. TERM OF AGREEMENT; SERVICES

Section 2.1 Effective Date

This Agreement will become effective as of the date first written above (the “Effective Date”) and will remain in effect until _____, 20__ (the “Term”), unless earlier terminated pursuant to Section 8.1.

Section 2.2 Project Launch Date

ECHO will oversee the implementation of the Intervention described more fully in Schedule 1 (Operating Responsibilities), following the satisfaction of the Financing Condition on a date to be agreed to by the Management Committee (the “Service Commencement Date”). If the Financing Condition is not met by _____, 20__, this Agreement may terminate in accordance with Section 8.1, unless the Management Committee agrees to extend such date or

agrees to a revised project budget, in accordance with the Project Change Request process set forth in Schedule 4 (Governance and Reporting).

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Section 3.1 AT Home LLC's Representations and Warranties

(a) Organization and Good Standing. AT Home LLC is a limited liability company validly existing and in good standing under the laws of the State of Delaware, is qualified to conduct business in the Commonwealth of Massachusetts and the State of Texas, and has full corporate power and authority to conduct its business as presently conducted and to enter into and perform under this Agreement.

(b) Authority for Agreement. The execution, delivery and performance by AT Home LLC of this Agreement and the performance by AT Home LLC under this Agreement have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by AT Home LLC and, assuming the due authorization, execution and delivery by PAATH LLC, and subject to the effect of applicable Laws (e.g., bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to the rights of creditors generally), constitutes a legal, valid and binding obligation of AT Home LLC, enforceable against AT Home LLC in accordance with its terms. The execution and performance of this Agreement by AT Home LLC will not violate any provision of Law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under or require a consent or waiver under, AT Home LLC's organizational documents or any decree, judgment, or order applicable to AT Home LLC.

(c) No Litigation. No litigation, arbitration or administrative proceeding is presently in progress or, to AT Home LLC's knowledge, pending or threatened against AT Home LLC or any of its assets which might reasonably be expected to materially adversely affect the ability of AT Home LLC to perform its obligations under this Agreement.

Section 3.2 PAATH LLC Representations and Warranties

(a) Organization and Good Standing. PAATH LLC is a limited liability company validly existing and in good standing under the laws of the State of Delaware, is qualified to conduct business in the Commonwealth of Massachusetts and the State of Texas, and has full corporate power and authority to conduct its business as presently conducted and to enter into and perform under this Agreement.

(b) Authority for Agreement. The execution, delivery and performance by PAATH LLC of this Agreement and the performance by PAATH LLC under this Agreement have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by PAATH LLC and, assuming the due authorization, execution and delivery by AT Home LLC, and subject to the effect of applicable Laws (e.g., bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to the rights of creditors generally), constitutes a legal, valid, and binding obligation of PAATH LLC, enforceable against PAATH

LLC in accordance with its terms. The execution and performance of this Agreement by PAATH LLC will not violate any provision of Law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under or require a consent or waiver under, PAATH LLC's organizational documents or any decree, judgment, or order applicable to PAATH LLC.

(c) No Litigation. No claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to PAATH LLC's knowledge, pending or threatened against PAATH LLC which will or might reasonably be expected to materially adversely affect the ability of PAATH LLC to perform under this Agreement.

ARTICLE IV. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

Section 4.1 AT Home LLC's Obligations and Responsibilities

Without limiting the generality or effect of any other provision of this Agreement, AT Home LLC will:

- (a) use reasonable efforts to perform its responsibilities and to take such actions in each case as are required to be taken by it in this Agreement and the Schedules attached hereto;
- (b) promptly inform PAATH LLC of potential Funding Shortfalls;
- (c) in rendering its services hereunder, comply with all Laws applicable to it and its subsidiaries;
- (d) enter into and enforce the Intermediary Services Agreement, the Intervention Agreement and the Evaluator Agreement, and without (i) the prior written consent of the Required Lenders, and (ii) the prior written consent of PAATH LLC, subject to the approval of the applicable Payors, subsequently not (x) amend such Intervention Agreement or Evaluator Agreement in any material respect, (y) terminate the Intervention Agreement or Evaluator Agreement or (z) enter into an Intervention Agreement or an Evaluator Agreement with a successor to ECHO or Evaluator, as applicable;
- (e) promptly notify PAATH LLC of any Material Breach of the Intermediary Services Agreement, Intervention Agreement or Evaluator Agreement, and use reasonable efforts to (i) cause Social Finance, Inc., ECHO or Evaluator, as applicable, to remedy such Material Breach, or (ii) if necessary, replace Social Finance, Inc., ECHO or Evaluator, as directed by the Payor Steering Committee;
- (f) enter into and enforce certain agreements with the [Fiscal Agent], including a custody account agreement and entity management services agreement (together, the "AT Home LLC Fiscal Agency Agreement"); and
- (g) seek funding commitments and to enter into and enforce binding Funding Agreements with the Funding Partners in connection therewith.

Section 4.2 PAATH LLC Obligations and Responsibilities

Without limiting the generality or effect of any other provision of this Agreement, PAATH LLC will:

(a) Upon receipt of an Outcome Payment invoice from AT Home LLC in accordance with Schedule 3 (Calculation of Outcome Payments), PAATH LLC will notify each of the Payors in accordance the applicable Payor Contracts of the applicable amount of the Outcome Payment due from such entity. Upon receipt of such amounts by PAATH LLC in accordance with the applicable Payor Contracts, respectively, PAATH LLC will transfer such amounts to a bank account designated by AT Home LLC within 10 Business Days of payment in full of all outstanding Outcome Payment invoices. Notwithstanding any other provision in this Agreement, PAATH LLC's obligation to fund any Outcome Payments or Early Outcome Payments shall be limited to funds received from the applicable Payors for the purpose of making such Outcome Payments.

(b) promptly inform AT Home LLC of potential shortfalls in the amount of Outcome Payments;

(c) enter into and enforce certain agreements with [Fiscal Agent], including a custody account agreement and entity management services agreement (together, the "PAATH LLC Fiscal Agency Agreement" and together with the AT Home LLC Fiscal Agency Agreement, the "Fiscal Agency Agreement");

(d) promptly notify AT Home LLC of any information provided by Payors related to the status of any relevant budget, legislative or other action related to appropriations, or authorization of the applicable Payor Contract and Pay for Success projects generally; and

(e) enter into and enforce the Payor Contracts, and without the prior written consent of the Required Lenders, subsequently not (x) amend such Payor Contracts in any material respect, (y) terminate the Payor Contracts or (z) enter into a Payor Contract with any successor payor.

Section 4.3 Confidential Information

(a) Confidential Information Generally. Each Party acknowledges that, during the term of this Agreement, it may disclose (the "Disclosing Party") to the other (the "Receiving Party") certain confidential information and data (the "Confidential Information"). Subject at all times to applicable state law as set forth in the Payor Contracts, each Party agrees to maintain all Confidential Information provided to it by another Party as confidential and to not disclose such information to any Persons other than to its representatives or as otherwise required by Law.

(b) Notice. AT Home LLC shall endeavor to clearly mark each page of all documents which such Party wishes to designate as Confidential Information "Confidential Information" and may also include a reference to this Agreement; provided, however, that AT

Home LLC's failure to mark any document shall not foreclose such Party from asserting that a document should be designated as Confidential Information.

(c) Certain Required Disclosures. For purposes of this Section 4.4, "Confidential Information" does not include, and there will be no obligation hereunder with respect to, information that (i) was available or became available to the public other than as a result of a disclosure by the Receiving Party; or (ii) was available, or became available, to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party or its representative, but only if such information was not made available through a breach of an obligation of confidentiality owed to the Disclosing Party; (iii) is subject to disclosure in accordance with state or federal law, including the U.S. Freedom of Information Act, or (iv) is legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar legal process) or the disclosure of which is required by a regulatory body or court, provided, that Receiving Party shall: (A) provide the Disclosing Party with prompt notice of any such request(s) so that it may seek an appropriate protective order or other appropriate remedy, and (B) provide reasonable assistance to the Disclosing Party in obtaining any such protective order. If such protective order or other remedy is not obtained or the Disclosing Party otherwise consents to disclosure, then the Receiving Party may furnish that portion (and only that portion) of the Confidential Information which, in the opinion of counsel to the Receiving Party, the Receiving Party is legally compelled to disclose.

Section 4.4 Payor Steering Committee; Management Committee

Promptly and in any event within thirty days after the execution of this Agreement, the Parties will form the Payor Steering Committee and the Management Committee, both as contemplated by Schedule 4 (Governance and Reporting), which committees will have the powers and duties set forth on Schedule 4 (Governance and Reporting). In addition to members of the Payor Steering Committee, [up to two designee(s) of the Funding Partners] will have the right to attend each meeting of the Payor Steering Committee as non-voting observers.

Section 4.5 Publicity

News releases or any other similar public announcements regarding the Project or this Agreement may not be released or made by any Party prior to following the procedures outlined in Schedule 5 (Publicity); provided, however, that any Party may make any public announcement that its counsel advises is required by Law or legal process, in which case, to the extent practicable, it will consult with the other Party with respect to the timing and content thereof. PAATH LLC acknowledges and agrees that the Payors have agreed to a similar provision regarding publicity in the Payor Contracts; and PAATH LLC further acknowledges and agrees that the Payors have agreed in the Payor Contracts that none of them are entitled to receive information regarding the identity of any Funding Partner or any term of the Financing without the applicable Funding Partner's prior written consent.

Section 4.6 Books and Records; Audit Rights

AT Home LLC and PAATH LLC will establish and maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds in connection with the Project. Each of AT Home LLC and PAATH LLC will retain all records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this Agreement, if any, for a period of five years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five years, the records will be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. AT Home LLC will assure that these records will be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by PAATH LLC. Each of the Payors or their duly authorized representatives shall have the right to examine any directly pertinent books, documents, papers and records of PAATH LLC involving transactions related to the Payor Contracts until five years after the final payment under such Payor Contract.

Section 4.7 Funding Shortfall

AT Home LLC will send notices to the Funding Partners or their representatives prior to the Service Commencement Date and periodically thereafter (the “Loan Funding Dates”). If one or more Funding Partners does not provide its portion of committed loan(s) within the applicable time frame (a “Funding Shortfall”), then AT Home LLC may seek additional funding to meet such Funding Shortfall. AT Home LLC shall provide (a) confirmation to PAATH LLC that committed capital has been provided prior to each of the Loan Funding Date and (b) information to PAATH LLC as promptly as practicable upon becoming aware of facts that might lead to a Funding Shortfall. AT Home LLC shall keep PAATH LLC apprised of the status of any actions being taken to remedy any such Funding Shortfall.

ARTICLE V. OUTCOMES AND OUTCOME PAYMENTS

Section 5.1 Calculation of Outcomes and Outcome Payments.

Outcome Payments are contingent upon the Evaluator’s determinations as to whether the Outcomes have been met in accordance with Schedule 2 (Project Evaluation). Upon such a determination that one or more of the Outcomes have been met, AT Home LLC shall calculate the applicable Outcome Payments in accordance with Schedule 3 (Calculation of Outcome Payments).

Section 5.2 Maximum Payments.

The maximum total amount payable by PAATH LLC to AT Home LLC for cumulative Outcome Payments is \$15,500,000, provided that the maximum amount payable by each of the Payors is set forth in the applicable Payor Contract.

Section 5.3 Outcome Payments.

PAATH LLC will make the Outcome Payments to AT Home LLC in accordance with Schedule 3 (Calculation of Outcome Payments) and Section 4.3(a), solely from, and subject to, funds received by PAATH LLC pursuant to the Payor Contracts, as applicable. PAATH LLC

hereby assigns the right to payment set forth in each of the Payor Contracts to AT Home LLC, as collateral for its obligations hereunder, and acknowledges that AT Home LLC may assign such rights to the Funding Partners (the “Assignees”), as collateral for the obligations of AT Home LLC to the Funding Partners. Each Assignee shall be a third party beneficiary of the Outcome Payment provisions of the related Payor Contract and shall be entitled to enforce the payment provisions thereof.

Section 5.4 **No Third Party Rights.**

Except as set forth in Section 5.3 above and Sections 7.1 and 8.1 below, the Parties agree that nothing in this Agreement shall be deemed to create or give to any third party any claim or right of action against PAATH LLC or any other Party.

ARTICLE VI. [RESERVED]

ARTICLE VII. MODIFICATION

Section 7.1 **Generally.**

Other than as explicitly stated in this Agreement or any of the Schedules attached hereto, this Agreement or any part of it may only be modified, revised, supplemented, abrogated, extended, waived, or amended in writing agreed to and signed by all Parties, subject to approval by the Payors or the Required Lenders in accordance with their respective agreements. In the event of any change in Federal or state Law or regulation which affects a Party’s responsibilities, this Agreement shall be automatically amended to reflect such changes. Thereafter, the Parties mutually agree to enter into good faith negotiations to enter into a written amendment to reflect such changes.

ARTICLE VIII. TERMINATION OF AGREEMENT

Section 8.1 **Termination Rights.**

This Agreement may be terminated as follows and may not be terminated for any other reason or under any other theory whatsoever, provided that the Payors and the Funding Partners shall consent to such termination, in accordance with the respective agreements, which consent shall not be unreasonably withheld, conditioned or delayed (except as provided in Sections 8.1(a) and 8.1(f) below):

(a) Payment Breach by PAATH LLC. By AT Home LLC, by delivery of written notice to PAATH LLC if PAATH LLC fails to make all or part of an Outcome Payment, including an Early Outcome Payment in accordance with Section 4.3, when due and payable, due either to the failure of one or more of the Payors to transfer funds to PAATH LLC in a timely manner, in which case this Agreement may be terminated without the consent of the defaulting Payor or to the failure of PAATH LLC to transmit funds it has received to AT Home LLC in a timely fashion.

(b) Material Breach by AT Home LLC. By PAATH LLC, at the written direction of the Payor Steering Committee, by delivery of written notice to AT Home LLC if AT Home LLC

is in Material Breach of its obligations under this Agreement including the Schedules hereto, and such breach is not Cured within 60 days after written notice of such breach is given by PAATH LLC to AT Home LLC.

(c) Mutual Consent: Automatically upon the written mutual consent of the Parties, which consent may not be unreasonably withheld, conditioned, or delayed, in accordance with the terms of such written mutual consent to termination.

(d) Bankruptcy: By PAATH LLC, if the Funding Partners do not replace AT Home LLC within 60 days after the filing of a petition in bankruptcy or insolvency by or against AT Home LLC that is not withdrawn within 60 days after such filing.

(e) Force Majeure: By PAATH LLC or AT Home LLC by written notice to the other if Force Majeure prevents either Party from performing its material obligations under this Agreement (other than its obligation to pay) or prevents ECHO from performing its material obligations under the Intervention Agreement, in each case for a period in excess of three (3) calendar months.

(f) Termination of one or more Payor Contracts. By PAATH LLC or AT Home LLC if one or more of the Payor Contracts is terminated in accordance with its terms, in which case this Agreement may be terminated without the consent of any defaulting Payor.

(g) Termination of Intermediary Services Agreement. By PAATH LLC or AT Home LLC upon the early termination of the Intermediary Services Agreement in accordance with the terms thereof, and the inability of AT Home LLC to enter into an Intermediary Services Agreement with an acceptable successor intermediary.

(h) Termination of Intervention Agreement. By PAATH LLC or AT Home LLC upon the early termination of the Intervention Agreement in accordance with the terms thereof, and the inability of AT Home LLC to enter into an Intervention Agreement with an acceptable successor ECHO.

(i) Financing: By PAATH LLC or AT Home LLC, by written notice to the other, if the Financing Condition has not been met by [_____, ____], provided that the Management Committee may agree to extend such date or agree to a revised project budget in accordance with the Project Change Process set forth in Schedule 4 (Governance and Reporting).

(j) Funding Shortfall. By PAATH LLC, by written notice to the other, if a Funding Shortfall as described in Section 4.7 is not Cured within 60 days of such written notice.

(k) Enrollment. By AT Home LLC, by delivery of written notice to PAATH LLC if on or before [_____, 20__], the applicable Program Participant enrollment targets as set forth in Schedule 1, Section 5 (Operating Responsibilities; [Ramp-Up Schedule and Aggregate Enrollment]) have not been met;

For purposes of this Article VIII, “Cure” means, with respect to a particular set of facts and circumstances constituting a Material Breach, that Party has (i) taken actions such that there is no longer a Material Breach or taken all steps reasonably

necessary that there is no continuing Material Breach, including by implementing appropriate procedures or controls, or (ii) in the case of a breach of Section 4.4, the breaching Party has taken prompt and satisfactory corrective action to remedy a breach of data confidentiality and restore security so as to prevent further breaches.

Section 8.2 Effect of Termination.

The remedies provided in this Section 8.2 are the exclusive and sole remedy of any Party in connection with a termination of this Agreement, provided that all such remedies are subject to the Wind-Up procedures set forth in Section 8.2(e) below.

(a) Mutual Consent; Force Majeure; Enrollment. Once a notice of termination is given pursuant to Section 8.1(c) (Mutual Consent), Section 1.1(e) (Force Majeure) or Section 8.1(k) (Enrollment), the Management Committee shall determine whether to revise the Project, the Project budget and expected Outcome Payments accordingly, or terminate this Agreement in its entirety. No additional Program Participants will be enrolled in the Intervention after such notice of termination is given, provided that any existing Program Participants will continue to receive Intervention services until such Program Participants shall be transferred to other comparable services, such determination to be made by the Management Committee (the “Wind-Up Period”). PAATH LLC shall remain obligated to make any Outcome Payments, including Early Outcome Payments in accordance with Section 8.2(e) below.

(b) Financing. Upon issuance of a notice of termination by either PAATH LLC or AT Home LLC pursuant to Section 8.1(i) (Financing), this Agreement will terminate, and none of the Parties will have any further obligations hereunder.

(c) AT Home LLC Material Breach; Bankruptcy; Termination of Intermediary Services Agreement; Termination of Intervention Agreement; Funding Shortfall. Upon issuance of a notice of termination by PAATH LLC pursuant to Section 8.1(b) (AT Home LLC Material Breach), Section 8.1(d) (Bankruptcy), Section 8.1(g) (Termination of Intermediary Services Agreement), Section 8.1(h) (Termination of Intervention Agreement) or Section 8.1(j) (Funding Shortfall), no additional Program Participants will be enrolled in the Intervention, provided that any existing Program Participants will continue to receive Intervention services through the Wind-Up Period. PAATH LLC shall remain obligated to make any Outcome Payments, including Early Outcome Payments in accordance with Section 8.2(e) below.

(d) Payment Breach by PAATH LLC; Termination of Payor Contract. Upon issuance of a notice of termination pursuant to Section 8.1(a) (Payment Breach by PAATH LLC) or Section 8.1(f) (Termination of Payor Contract), (collectively, the “Payor Termination”), the Management Committee, without the participation of any defaulting Payor, shall determine whether to revise the Project, the Project budget and expected Outcome Payments accordingly, or terminate this Agreement in its entirety, taking into account the potential impact on the Program Participants and the calculation and payment of Outcome Payments, and Early Outcome Payments. None of the Payors is obligated to remedy or Cure a default by any of the other Payors, nor does the default of one or more Payors automatically terminate this Agreement with respect to the non-defaulting Payors. Upon receipt of notice from AT Home LLC of a Payor Termination, no additional Program

Participants will be enrolled in the Intervention; provided that any existing Program Participants will continue to receive Intervention services through the Wind-Up Period. PAATH LLC will remain obligated to make any Outcome Payments, including Early Outcome Payments, any Remaining Project Costs (as defined below) and the full Project Termination Budget, in accordance with Section 8.2(e) below.

(e) Wind-Up. Upon a notification of termination by one or more of the Parties pursuant to Section 8.1, AT Home LLC will prepare a project termination budget (the “Project Termination Budget”) consisting of costs for services to be delivered through the Wind-Up Period, including services delivered by ECHO, the Evaluator and AT Home LLC. Such costs shall be at the standard, uninflated rates of such provider.

(i) The Project Termination Budget will be presented to the Management Committee for approval, and will then be forwarded to (i) the non-defaulting members of the Payor Steering Committee for approval and [(ii) the non-defaulting Funding Partners for approval.]

(ii) Following receipt of a notice of termination from one of the Parties in accordance with this Article VIII, PAATH LLC will pay to AT Home LLC the amounts set forth below, in all cases, limited to the funds deposited by the Payors and held in trust for the Project in payment of such obligations:

(A) An Outcome Payment, which will consist of the following:

1. Outcome Payments owed but not yet made; and
2. For Program Participants for whom services have been delivered but Outcomes have not yet been calculated by the effective date of termination of this Agreement in accordance with the applicable subparagraph in Section 8.2, PAATH LLC shall pay an Early Outcome Payment for Outcomes achieved as of the date of termination, calculated as set forth in Section [II] of Schedule 3 (Calculation of Outcome Payments);

(B) In the case of an early termination pursuant to Section 8.2(d) (PAATH LLC Termination):

- (1) for Program Participants for whom services have been delivered but Outcome Payments and Early Outcome Payments, in accordance with Section 8.2 (e)(iii)(A) above, do not cover the full amount of Funding Partner capital deposited with AT Home LLC that has been expended for purposes of the Project and is not otherwise available to be retrieved and returned to the Funding Partners (the “Remaining Project Costs”), PAATH LLC will pay, in addition to the amounts set forth in Section 8.2(e)(iii)(A) above, an amount equal to such Remaining Project Costs, solely from amounts received from the Payors in payment of such obligations, up to the full outstanding

amount of funds held by PAATH LLC as received from the Payors up to the date of termination; and

(2) PAATH LLC will pay in addition to the amounts set forth in Section 8.2 (e)(iii)(A) above and Section 8.2 (e)(iii)(B)(1) above, the full amount set forth in the Project Termination Budget, solely from amounts received from the defaulting Payors in payment of such obligations, up to the full outstanding amount of funds held by PAATH LLC as received from the defaulting Payors up to the date of termination.

(iii) The payments to be made under Section 8.2(e)(iii) shall be made exclusively from funds held by PAATH LLC as received from the Payors up to the date of termination.

ARTICLE IX. SUBCONTRACTORS

Section 9.1 Generally

AT Home LLC will not subcontract any of its work or services to any subcontractor without the prior written consent of PAATH LLC; provided that such consent may not unreasonably be withheld, conditioned or delayed. Any work or service so subcontracted will be performed pursuant to PAATH LLC-pre-approved subcontract agreement template. Any such subcontract shall specify that AT Home LLC and the subcontractor shall be subject to every provision of this Agreement. Notwithstanding any such subcontractor engagement approved by PAATH LLC, AT Home LLC will remain liable to PAATH LLC for all of its work and services required hereunder.

Section 9.2 AT Home LLC

The Parties acknowledge and agree that ECHO, any substitute provider of services, and the Evaluator are not subcontractors of AT Home LLC hereunder because this Agreement requires AT Home LLC to facilitate the obtaining of outcomes and to comply with Law, but does not contemplate that AT Home LLC will perform Intervention or Evaluation services.

ARTICLE X. [RESERVED]

ARTICLE XI. FORCE MAJEURE

Section 11.1 Delays or Failures to Perform due to Force Majeure.

Neither Party will be liable or deemed to be in default for any delay or failure or omission to carry out, perform, or observe any of the terms or conditions of this Agreement to the extent such failure or omission is directly due to Force Majeure.

Section 11.2 Reasonable Efforts.

Notwithstanding the foregoing, each Party will use all reasonable efforts to continue to perform its obligations under this Agreement for the duration of such Force Majeure.

Section 11.3 Notification of Force Majeure.

If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in this Article XI it will immediately notify the other Party by the most expeditious method then available and will inform the other Party of the period for which it is estimated that such failure or delay will continue.

ARTICLE XII. MISCELLANEOUS

Section 12.1 Notices.

All notices and other communications among the Parties will be in writing and will be deemed to have been duly given (a) when delivered in person, (b) five days after posting in the United States mail having been sent registered or certified mail return receipt requested, (c) when delivered by FedEx or other nationally recognized overnight delivery service, or (d) when delivered by fax or email, addressed as follows:

In the case of PAATH LLC to:

Payor Alliance for AT Home LLC
c/o Social Finance, Inc.
10 Milk Street, Suite 1010
Boston, MA 02108
Attention: Navjeet Bal
Email: nbal@socialfinance.org

In the case of AT Home LLC to:

Social Finance, Inc.
10 Milk Street, Suite 1010
Boston, MA 02108
Attention: Nirav Shah
Email: nshah@socialfinance.org

or to such other address or addresses as the Parties may from time to time designate in writing.

Section 12.2 Captions.

The captions contained in this Agreement are intended for convenience and reference purposes only and do not modify or restrict any provision herein.

Section 12.3 Remedies Cumulative.

Except as otherwise expressly provided by this Agreement, all remedies available to AT Home LLC or PAATH LLC for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not exclude the exercise of any other remedy. AT Home LLC understands and agrees that all rights and remedies described herein are in addition to all remedies or actions otherwise authorized or permitted by Law. Notwithstanding any other provision of this Agreement, no Party will be entitled to recover compensation or make a claim under this Agreement in respect of any loss that it has incurred to the extent that it has already been compensated in respect of that loss pursuant to this Agreement or otherwise by the other Party.

Section 12.4 Entire Agreement.

This Agreement (including the Schedules, Exhibits and Appendices hereto, which are incorporated by reference) constitutes the entire agreement between the Parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein will be binding or valid, and this Agreement may not be changed, modified, or altered in any manner except by an instrument in writing executed by both Parties hereto. Except as provided in Section 1.1(c), neither this Agreement nor any interest herein may be transferred by the Parties and such transfer will be null and void and will be cause to annul this Agreement. To the extent there are any conflicts or inconsistencies between this Agreement and any Schedule or Appendix, the provisions of this Agreement shall govern and control.

Section 12.5 Non-Waiver.

The failure of either Party to exercise any right or to require strict performance of any provision will not waive or diminish such Party's right thereafter to exercise such right or to require strict performance of any provision nor will a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. No waiver of any of the provisions of this Agreement will be binding unless executed in writing by the Party making the waiver.

Section 12.6 Severability.

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the Laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which will then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

Section 12.7 Survival of Covenants, Representations and Warranties.

Other than Section 4.3 (Confidential Information), Section 4.6 (Books and Records, Audit Rights), Article V (Outcomes and Outcome Payments), Article VII (Modification), Section 8.2 (Effect of Termination), Section 9.2 (Subcontractors), and Article ARTICLE XII (Miscellaneous), no covenant, representation or warranty of the Parties herein will survive the termination or expiration of this Agreement.

Section 12.8 Governing Law.

This Agreement will be construed and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

Section 12.9 Costs.

Each Party will bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the performance by it hereunder.

Section 12.10 Counterparts.

This Agreement may be executed in counterparts, each of which when executed and delivered will constitute an original but all counterparts together will constitute one and the same instrument.

Section 12.11 Assignment.

No Party may assign its respective rights or obligations under this Agreement without the prior written consent of the other Parties, which shall not be unreasonably withheld. This Agreement is binding upon and inures to the benefit of the Parties and their successors and assigns.

Section 12.12 Independent Contractor.

Nothing contained in this Agreement, and no action by any Party, shall be deemed to: (i) create between them an employer-employee or principal-agent relationship or partnership, joint venture, association, or syndicate; or (ii) confer on any party any right, power or authority to enter into any agreement or commitment, whether express or implied, or to incur any obligation or liability on behalf of the other party. Neither Party shall hold itself out as the agent of the other Party, nor imply, nor fail to correct a misunderstanding, that there is an agency relationship between it and the other Party.

Section 12.13 Further Assurances.

The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party that are not inconsistent with this Agreement or any of the Project documents (including the Intervention Agreement, the Intermediary Services Agreement, the Evaluator Agreement, the Funding Agreements and the Payor Contracts) and that do not involve the vesting of rights or the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and carry out the intent thereof.

Section 12.14 Time of the Essence.

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, that, this provision shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

Section 12.15 Construction.

Unless the context of this Agreement otherwise requires, (a) words of any gender include each other gender, (b) words using the singular or plural number also include the plural or singular number, respectively, (c) the terms “hereof,” “herein,” “hereby,” “hereto” and derivative or similar words refer to this entire Agreement, (d) when a reference is made in this Agreement to an Article, Section, Schedule, Exhibit or Appendix, such reference is to an Article or Section of, or a Schedule, Exhibit or Appendix to, this Agreement, (e) the word “including,” “include” or “includes” means “including, without limitation,” (f) the words “Person” or “Persons” refers to a natural person and/or an entity of any type, and (g) the word “or” will be disjunctive but not exclusive. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase will not mean simply “if.” References to agreements and other documents will be deemed to include all subsequent amendments and other modifications thereto. References to statutes will include all regulations promulgated thereunder, and references to statutes or regulations will be construed to include all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction will be applied against any Party. Whenever this Agreement refers to a number of days, such number will refer to calendar days unless otherwise specified. All accounting terms used herein and not expressly defined herein will have the meanings given to them under United States generally accepted accounting principles.

Section 12.16 Electronic Signatures and Electronic Records.

Each Party consents to the use of electronic signatures by each other Party. This Agreement and any other documents requiring a signature under this Agreement, may be signed electronically by the Parties. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in formation.

[Signature Page to follow]

By execution of this Agreement, the Parties agree to the terms and conditions of this Agreement.

PAYOR ALLIANCE FOR AT HOME LLC

By: _____
Name: _____
Title: _____

AUSTIN TRAVIS COUNTY HOME INITIATIVE LLC

By: _____
Name: _____
Title: _____

APPENDIX A – INDEX OF DEFINED TERMS

Capitalized terms used in the Agreement have the meaning set forth below or in the attached Schedules.

“Agreement” has the meaning given to such term in the preamble of the Agreement.

“AT Home LLC” has the meaning given to such term in the preamble of the Agreement.

“AT Home LLC Fiscal Agency Agreement” has the meaning given such term in Section 4.2(f) of the Agreement.

“Business Days” means [_____].

“Cohort” has the meaning set forth in Schedule 2 (Project Evaluation).

“Confidential Information” has the meaning given such term in Section 4.4 of the Agreement.

“Cured” has the meaning set forth in Section 8.1.

“Data Sources” has the meaning set forth in Schedule 2 (Project Evaluation).

“Destination” has the meaning set forth in Schedule 2 (Project Evaluation).

“Disclosing Party” has the meaning set forth in Section 4.4 of the Agreement.

“DOJ” has the meaning set forth in the recitals to this Agreement.

“Early Exit” has the meaning set forth in Schedule 2 (Project Evaluation).

“Early Outcome Payment(s)” has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

“Early Emergency Department Visits Outcome Payment” has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

“Early Housing Stability Outcome Payment” has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

“Early Inpatient Days Outcome Payment” has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

“Early Jail Bookings Outcome Payment” has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

“Early Jail Days Outcome Payment” has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

“ECHO” has the meaning set forth in the recitals to this Agreement.

“Effective Date” has the meaning set forth in Section 2.1 of the Agreement.

“Eligibility Criteria” has the meaning set forth in Schedule 1 (Operating Responsibilities).

“Emergency Department Visits Outcome” has the meaning set forth in Schedule 2 (Project Evaluation).

“Emergency Department Visits Outcome Payment” has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

“Enforceable” means the legal, valid and binding obligation of the Person in question, enforceable against such Person in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other Laws affecting creditors’ rights generally and general principles of equity (whether considered in a proceeding at Law or in equity).

“Enrolled” or “Enrollment” has the meaning set forth in Schedule 1 (Operating Responsibilities).

“Enrollment Period” has the meaning set forth in Schedule 1 (Operating Responsibilities).

“Evaluator” has the meaning given to such term in the recitals of the Agreement.

“Evaluator Agreement” has the meaning given to such term in the recitals of the Agreement.

“Evaluator Report” has the meaning set forth in Schedule 2 (Project Evaluation).

“Financing” has the meaning given to such term in the recitals of the Agreement.

“Financing Condition” means the execution of Funding Agreements in the aggregate amount required for the Project.

“Fiscal Agency Agreement” has the meaning given such term in Section 4.3(c) of the Agreement.

“Force Majeure” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; lightning, violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; acts of God or any other disaster natural or man-made, fluctuations in market forces (including labor markets) and union strikes, and political developments which prevent any access to data or Payor funding, or similar cause beyond the reasonable control of the Party affected thereby.

“Funding Agreement(s)” means [_____].

“Funding Partners” means the individuals and entities that have provided or are possible sources of funding to AT Home LLC for the Project, and which, if such funding is provided, will be entitled to receive their respective portions of the Outcome Payment pursuant to their agreements with and rights with respect to AT Home LLC.

“Funding Shortfall” has the meaning given such term in Section 4.8 of the Agreement.

“Governmental Authority” means any (i) federal, state, local or municipal governmental authority, quasi-governmental authority of any nature or any political subdivision thereof (including any taxing authority, agency, branch, board, commission, bureau, official, or entity and any court, arbitral body or other tribunal); or (ii) body entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority.

“Housing Stability” has the meaning set forth in Schedule 2 (Project Evaluation).

“Housing Stability Outcome” has the meaning set forth in Schedule 2 (Project Evaluation).

“Housing Stability Outcome Payment” has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

“HUD” has the meaning set forth in the recitals to this Agreement.

“ICC” has the meaning set forth in Schedule 1 (Operating Responsibilities).

“Inpatient Days” has the meaning set forth in Schedule 2 (Project Evaluation).

“Inpatient Days Outcome Payment” has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

“Intervention(s)” means Permanent Supportive Housing wrap-around services being provided to Program Participants as more fully described in Schedule 1 (Operating Responsibilities).

“Intervention Agreement” means the agreement dated as of the date set forth therein between ECHO and AT Home LLC, as such agreement may be amended from time to time.

“Intermediary Services Agreement” means the agreement dated as of the date set forth therein among AT Home LLC and Social Finance, Inc., as such agreement may be amended from time to time.

“Jail Days” has the meaning set forth in Schedule 2 (Project Evaluation).

“Jail Bookings” has the meaning set forth in Schedule 2 (Project Evaluation).

“Jail Bookings Outcome” has the meaning set forth in Schedule 2 (Project Evaluation).

“Jail Bookings Outcome Payment” has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

“Jail Days Outcome” has the meaning set forth in Schedule 2 (Project Evaluation).

“Jail Days Outcome Payment” has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

“Late Enrollment Cohort” has the meaning set forth in Schedule 1 (Operating Responsibilities).

“Law(s)” means any written law, statute, constitutional provision, treaty, code, ordinance, rule or regulation or other similar requirement of any Governmental Authority and any directive, policy or binding guideline of the applicable state or federal Governmental Authority.

“Loan Funding Dates” has the meaning given such term in Section 4.8 of the Agreement.

“Management Committee” is described in Schedule 4 (Governance and Reporting).

“Master Data File” has the meaning set forth in Schedule 2 (Project Evaluation).

“Material Breach” means a material breach of this Agreement, the Payor Contracts, the Intervention Agreement or the Evaluator Agreement by a party thereto that would reasonably be expected to materially adversely impact any of the Outcomes or the amount or timing of any of the Outcome Payments.

“Max Criminal Justice Outcome Payment” has the meaning set forth in Schedule 3 (Calculation of Outcomes Payments).

“Max Health Outcome Payment” has the meaning set forth in Schedule 3 (Calculation of Outcomes Payments).

“Max Housing Stability Outcome Payment” has the meaning set forth in Schedule 3 (Calculation of Outcomes Payments).

“Measurement Period” has the meaning set forth Schedule 1 (Operating Responsibilities).

“Months” has the meaning set forth in Schedule 2 (Project Evaluation).

“Negative Exit” has the meaning set forth in Schedule 2 (Project Evaluation).

“Outcomes” means collectively, [Inpatient Days Outcome, an Emergency Department Visits Outcome, a Housing Stability Outcome, a Jail Bookings Outcome, and a Jail Days Outcome.]

“Outcome Payment(s)” means collectively, [the Inpatient Days Outcome Payment, the Emergency Department Visits Outcome Payment, the Housing Stability Outcome Payment, the Jail Bookings Outcome Payment, and a Jail Days Outcome Payment.]

“Outcome Payment Invoice” has the meaning set forth in Schedule 3 (Calculation of Outcomes Payments).

“Outcomes Report” has the meaning set forth in Schedule 3 (Calculation of Outcomes Payments).

“PAATH LLC” has the meaning given to such term in the preamble of the Agreement.

“PAATH LLC Fiscal Agency Agreement” has the meaning given such term in Section 4.3(c) of the Agreement.

“PAATH LLC Termination” has the meaning set forth in Section 8.2(d) of the Agreement.

“Parties” or “Party” have the meaning given to such terms in the preamble of the Agreement.

“Pattern of Homelessness” has the meaning set forth in Schedule 1 (Operating Responsibilities).

“Payor Contracts” has the meaning set forth in the recitals to the Agreement.

“Payors” has the meaning set forth in the recitals to the Agreement.

“Payor Steering Committee” is described in Schedule 4 (Governance and Reporting).

“Person” or “Persons” have meaning given to such terms in Section 12.15 of the Agreement.

“PFS Eligible” has the meaning set forth in Schedule 2 (Project Evaluation).

“Pilot Program Participant(s)” has the meaning set forth in Schedule 1 (Operating Responsibilities).

“Positive Exit” has the meaning set forth in Schedule 2 (Project Evaluation).

“Prioritization Data File” has the meaning set forth in Schedule 2 (Project Evaluation).

“Prioritization Rank” has the meaning set forth in Schedule 2 (Project Evaluation).

“Program Participant(s)” has the meaning set forth in Schedule 1 (Operating Responsibilities).

“Project” has the meaning given to such term in the recitals of the Agreement.

“Project Termination Budget” has the meaning set forth in Section 8.2(e) of the Agreement.

“PSH” has the meaning set forth in Schedule 1 (Operating Responsibilities).

“PSH Entry Date” has the meaning set forth in Schedule 1 (Operating Responsibilities).

“PSH Exit Date” has the meaning set forth in Schedule 1 (Operating Responsibilities).

“PSH Re-Entry Date” has the meaning set forth in Schedule 2 (Project Evaluation).

“Ramp-Up Period” has the meaning set forth in Schedule 1 (Operating Responsibilities).

“Receiving Party” has the meaning set forth in Section 4.4 of the Agreement.

“Request” has the meaning given to such term in Section 4.4 of the Agreement.

“Remaining Project Costs” has the meaning set forth in Section 8.2(e) of the Agreement.

“Required Lenders” has the meaning as set forth in the Funding Agreements.

“Service Commencement Date” has the meaning given to such term in Section 2.2 of the Agreement.

“Service Delivery Period” has the meaning set forth in Schedule 1 (Operating Responsibilities).

“Service Providers” has the meaning set forth in Schedule 2 (Project Evaluation).

“Term” has the meaning given to such term in Section 2.2 of the Agreement.

“Total Cohort ED Visits Pre-Enrollment” has the meaning set forth in Schedule 2 (Project Evaluation).

“Total Cohort ED Visits Post-Enrollment” has the meaning set forth in Schedule 2 (Project Evaluation).

“Total Cohort Inpatient Days Pre-Enrollment” has the meaning set forth in Schedule 2 (Project Evaluation).

“Total Cohort Inpatient Days Post-Enrollment” has the meaning set forth in Schedule 2 (Project Evaluation).

“Total Cohort Jail Bookings Pre-Enrollment” has the meaning set forth in Schedule 2 (Project Evaluation).

“Total Cohort Jail Bookings Post-Enrollment” has the meaning set forth in Schedule 2 (Project Evaluation).

“Total Cohort Jail Days Pre-Enrollment” has the meaning set forth in Schedule 2 (Project Evaluation).

“Total Cohort Jail Days Post-Enrollment” has the meaning set forth in Schedule 2 (Project Evaluation).

“Treatment Plan” has the meaning set forth in Schedule 2 (Project Evaluation).

“TCSO” has the meaning set forth in Schedule 1 (Operating Responsibilities).

DRAFT

APPENDIX B – PAYOR CONTRACTS

[Attached]

DRAFT