**JOINDER AGREEMENT
TO CO-LENDER AGREEMENT AND ASSIGNMENT EXECUTED IN BLANK**

**MSP #: MSP-[\_\_\_\_\_\_\_\_\_\_]
Lender: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_]
Initial Borrower(s): [\_\_\_\_\_\_\_\_\_\_\_\_\_\_]
Date of Joinder Agreement: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**

This JOINDER AGREEMENT, dated as of date first specified above (this “Joinder”), is entered into by each additional borrower (if any) listed on Schedule I hereto (each a “New Borrower”), each additional guarantor (if any) listed on Schedule I hereto (each a “New Guarantor”) and each additional grantor (if any) listed on Schedule I hereto if such grantor is not a New Borrower or New Guarantor (each a “New Grantor”) and, together with each New Borrower and each New Guarantor, each a “New Loan Party” and, collectively, the “New Loan Parties”).

RECITALS

WHEREAS, reference is made to that certain Participation Agreement under the Main Street Lending Program between Lender and MS Facilities LLC (the “SPV”) with the MSP number first specified above (the “Participation Agreement”).

WHEREAS, reference is further made to (i) that certain Co-Lender Agreement (as defined in the Participation Agreement) that was executed and delivered to the SPV in connection with the Participation Agreement (the “Co-Lender Agreement”) and (ii) that certain Assignment Executed in Blank (as defined in the Participation Agreement) that was executed and delivered to the SPV in connection with the Participation Agreement (the “Assignment Executed in Blank”). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Co-Lender Agreement.

WHEREAS, pursuant to Section 10.09 of the Co-Lender Agreement, each Person that becomes a Loan Party is required to promptly sign a joinder to the Co-Lender Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, each New Loan Party hereby agrees as follows:

## Joinder of New Loan Parties to Co-Lender Agreement. Each New Loan Party hereby agrees to be bound by all of the provisions of the Co-Lender Agreement and, effective as of the date hereof, (a) each New Borrower becomes a party to the Co-Lender Agreement as a Borrower and (b) each other New Loan Party becomes a party to the Co-Lender Agreement as a Loan Party, in each case, with the rights and obligations thereof and with the same effect as if the undersigned were an original signatory to the Co-Lender Agreement. Each New Loan Party hereby confirms that it has received a copy of the Co-Lender Agreement.

## Joinder of New Borrowers to Assignment Executed in Blank. Each New Borrower hereby agrees to be bound by all of the provisions of the Assignment Executed in Blank and, effective as of the date hereof, each New Borrower becomes a party to the Assignment Executed in Blank as a Borrower with the rights and obligations thereof and with the same effect as if the undersigned were an original signatory to the Assignment Executed in Blank. Each New Borrower hereby confirms that it has received a copy of the Assignment Executed in Blank.

## Miscellaneous.

### Representations, Each New Loan Party represents and warrants that (i) it (A) is duly organized and validly existing under the laws of its jurisdiction or incorporation or formation, (B) is in good standing under such laws and (C) has full power and authority to execute, delivery and perform its obligations under this Joinder, (ii) its execution, delivery, and performance of this Joinder have not resulted and will not result in a breach or violation of any provision of (A) such New Loan Party’s organizational documents, (B) any statute, law, writ, order, rule or regulation of any Governmental Authority applicable to such New Loan Party, (C) any judgment, injunction, decree or determination of any Governmental Authority applicable to such New Loan Party or (D) any contract, indenture, mortgage, loan agreement, note, lease or other agreement, document or instrument to which such New Loan Party may be a party, by which such New Loan Party may be bound or to which any of the assets of such New Loan Party is subject, (iii) this Joinder (A) has been duly and validly authorized, executed and delivered by such New Loan Party and (B) is the legal, valid and binding obligation of such New Loan Party, enforceable against such New Loan Party in accordance with its terms, except that such enforceability against such New Loan Party may be limited by bankruptcy, insolvency, or other similar laws of general applicability affecting the enforcement of creditors’ rights generally and by a court’s discretion in relation to equitable remedies and (iv) no notice to, registration with, consent or approval of or any other action by any relevant Governmental Authority or other Person, other than those that have already been obtained, is or will be required for such New Loan Party to execute, deliver, and perform its obligations under, this Joinder.

### Governing Law. This Joinder and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Joinder and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

### Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS JOINDER OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS JOINDER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

### Incorporation by Reference. Section 10.03 (Severability), Section 10.05 (Jurisdiction) and Section 10.07 (Counterparts; Integration; Effectiveness; Electronic Signatures) of the Co-Lender Agreement are hereby incorporated by reference *mutatis mutandis* as if fully set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Additional Loan Party has caused this Joinder to be duly executed by their respective authorized officers as of the day and year first above written.

**[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**, as [a New Borrower] [a New Guarantor] [a New Grantor]

By:
Name:
Title:

**[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**, as [a New Borrower] [a New Guarantor] [a New Grantor]

By:
Name:
Title:

**[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**, as [a New Borrower] [a New Guarantor] [a New Grantor]

By:
Name:
Title:

**Schedule I
to Joinder Agreement**

**NEW LOAN PARTIES**

**New Borrower(s) (if any):**

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

**New Guarantor(s) (if any):**

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

**New Grantor(s) (if any):[[1]](#footnote-1)**

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

1. If such additional grantors are not borrowers or guarantors. [↑](#footnote-ref-1)