

**FORM OF ASSIGNMENT AND ASSUMPTION
THE MAIN STREET LENDING PROGRAM
INSTRUCTIONS AND GUIDANCE**

PURPOSE: The following Form of Assignment and Assumption for the Main Street Lending Program is to be executed in blank (the "Assignment Executed in Blank") pursuant to the completion instructions provided below and delivered to MS Facilities LLC ("SPV") in connection with the closing of the Participation Agreement (the "Participation Agreement") between the applicable eligible lender (the "Eligible Lender") and SPV in respect of a participation by the SPV in an eligible loan (the "Eligible Loan") to an eligible borrower (the "Eligible Borrower") under the Main Street Lending Program.

As set forth in the Participation Agreement, the Assignment Executed in Blank is intended to be used by the SPV to elevate its participation or to elevate and transfer its participation only in the limited circumstances of a Specified Permitted Transfer (as defined in the Participation Agreement), where so permitted under such definition. In order to facilitate such Specified Permitted Transfers, this Assignment in Blank serves as advance consent by the Eligible Lender, the Eligible Borrower, and, as applicable, the Administrative Agent to any such transfer.

BILATERAL FACILITIES AND SYNDICATED FACILITIES:

- ***Bilateral Facility.*** The following Form of Assignment and Assumption for the Main Street Lending Program is to be used in connection with the closing of a Participation Agreement for an Eligible Loan between an Eligible Lender and an Eligible Borrower to the extent that such credit agreement does not contain customary syndicated loan facility provisions, including agency, assignment, voting, sharing, and other multi-lender provisions (a "Bilateral Facility"). A separate Co-Lender Agreement will also be executed in blank at the closing of a Participation Agreement in respect of a Bilateral Facility. Pursuant to such Co-Lender Agreement, the Eligible Lender is appointed as Administrative Agent with respect to the Eligible Loan, effective upon the elevation (or elevation and transfer) of the Eligible Loan such that there will be multiple lenders.
- ***Syndicated Facility.*** For any Participation Agreement for an Eligible Loan that is not a Bilateral Facility (a "Syndicated Facility"), an Assignment and Assumption would still need to be executed in blank and delivered to the SPV, but the form would be the form of the assignment and assumption agreement specified in the applicable credit agreement, modified only to match the substance of items #6, #7, #8, #9, and #10 of the following Form of Assignment and Assumption for the Main Street Lending Program and otherwise where required to accommodate the execution in blank by Eligible Lender and the consent or acknowledgement of each other entity the consent and/or acknowledgment of and/or notice to (if any) is required by the Credit Documents (as defined in the Participation Agreement) to elevate SPV's participation or to elevate and transfer SPV's participation (other than any signature of the administrative agent indicating it has recorded such Assignment and Assumption in the register for the Eligible Loan). Notwithstanding the foregoing, for a Syndicated Facility under which multiple lenders (including the Eligible Lender) hold loans as of the Agreement Date that is participated pursuant to the Main Street Expanded Loan Facility, the Assignment and Assumption will not be required to be executed by the administrative agent on the Participation Date (as defined below) and such signature shall be obtained at a later date when such consent is needed in connection with the elevation (or elevation and transfer) of the Eligible Loan.

COMPLETION INSTRUCTIONS:

1. Item #1 (Assignor) would be completed on the closing date for the Participation Agreement (the “Participation Date”) and would identify the Eligible Lender.
2. Item #2 (Assignee) would be left blank. It would be completed at a later date by the SPV in connection with a Specified Permitted Transfer to identify the transferee of the Eligible Loan (or a portion thereof).
3. Item #3 (Borrower) would be completed on the Participation Date and would identify the Eligible Borrower.
4. Item #4 (Administrative Agent) would be completed on the Participation Date and would identify the Eligible Lender, which would act in a role as Administrative Agent for the facility under the related Co-Lender Agreement upon an elevation.
5. Item #5 (Credit Agreement and Co-Lender Agreement) would be completed on the Participation Date.
6. Item #6 (Participation Date) would be completed on the Participation Date.
7. Item #7 (Participated Interest as of the Participation Date) would be completed on the Participation Date. Item #7 would identify (i) the applicable facility of the Eligible Loan subject to the Participation Agreement (the “Applicable Facility”),¹ (ii) the aggregate outstanding principal amount of all loans under the Applicable Facility on the Participation Date, and (iii) the outstanding principal amount of the loans of the Applicable Facility that are subject to the Participation Agreement.²
8. Item #8 (Assigned Interest as of the Effective Date) would be left blank on the Participation Date. It would be completed at a later date by SPV in connection with a Specified Permitted Transfer. While the amounts in Item #7 above list loan amounts with respect to the Applicable Facility and participation as of the Participation Date, such outstanding amounts could change over time as the Eligible Borrower prepays or repays principal or as certain interest payments are capitalized and added to the principal amount of the Eligible Loan, among other reasons (such increases or decreases to the principal amount of the Eligible Loan, the “Principal Amount Adjustments”). The amounts completed by the SPV at a later date in this Item #8 will reflect any such Principal Amount Adjustments. The SPV can fill in the provisions in Item #8 with less than the total amount (after giving effect to the Principal Amount Adjustments) that is included in Item #7 (i.e., the SPV can elevate or elevate and transfer less than its full share of such loans), but the SPV may not fill in the provisions in Item #8 with more than the total amount (after giving effect to the Principal Amount Adjustments) that is included in Item #7 (i.e., the SPV may not transfer the portion of the Eligible Loan required to be retained by the Eligible Lender).
9. Item #9 (Effective Date) would be left blank on the Participation Date. It would be completed at a later date by the Administrative Agent in connection with a Specified Permitted Transfer, indicating

¹ For the avoidance of doubt, for Eligible Loans made in connection with the Main Street Expanded Loan Facility, the Applicable Facility refers only to the “upsized tranche” of the Eligible Loan.

² This should be 95% of the aggregate outstanding principal amount of all loans under the Applicable Facility on the Participation Date.

that the Administrative Agent had recorded the Assignment and Assumption in the Register for the Eligible Loan.

10. Item #10 does not include any items to be completed.

11. Signatures:

- a. The Eligible Lender would sign in its capacity as Assignor on the Participation Date, indicating its pre-consent to the assignment.
- b. The line for the assignee signature would remain blank and unsigned until completed and signed at a later date in connection with a Specified Permitted Transfer.
- c. The consent by the Administrative Agent would be signed by the Eligible Lender in its capacity as Administrative Agent on the Participation Date, indicating its pre-consent to the assignment.
- d. The consent by the Borrower would be signed by the Eligible Borrower on the Participation Date, indicating its pre-consent to the assignment.
- e. The acceptance and recordation by the Administrative Agent would remain blank on the Participation Date and would be signed at a later date in connection with a Specified Permitted Transfer. Such signature indicates that the Administrative Agent has recorded the Assignment and Assumption in the Register for the Eligible Loan.
- f. All of the signature pages can be submitted in counterparts; i.e., each party can sign a separate signature page and all of such pages taken together constitute an entire agreement.

Archived Instructions: Not for New Use