

**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, (iii) the outstanding principal amount of the loans of the Applicable Facility that are subject to the Participation Agreement, and (iv) the loans subject to the Participation Agreement as a percentage of all loans under the Applicable Facility as of the Participation Date.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 that the Administrative Agent had recorded the Assignment and Assumption in the Register for the Eligible Loan.

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% for loans issued in connection with either the Main Street New Loan Facility or the Main Street Expanded Loan Facility, and 85% for loans issued in connection with the Main Street Priority Loan Facility.

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.

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FORM OF ASSIGNMENT AND ASSUMPTION
FOR THE MAIN STREET LENDING PROGRAM

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between the Assignor identified in item 1 below (the "Assignor") and the Assignee identified in item 2 below (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in (i) the Co-Lender Agreement identified below (as amended, the "Co-Lender Agreement") and (ii) to the extent not defined in the Co-Lender Agreement, the Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions, the Co-Lender Agreement and the Credit Agreement, as of the Effective Date (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount identified in Section 8 below of all of such outstanding rights and obligations of the Assignor under the facility identified in Section 8 below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by the Assignor to the Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Each such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: _____
2. Assignee: _____³
3. Borrower: _____
4. Administrative Agent: _____, as the administrative agent pursuant to the Co-Lender Agreement
5. Credit Agreement: The [CREDIT AGREEMENT] dated as of [_____, 20__], among Borrower and the Lenders parties thereto
Co-Lender Agreement: The Co-Lender Agreement, dated as of the Effective Date, by and among the Borrower, the Assignor, the Assignee and the Administrative Agent
6. Participation Date: _____, 20__

³ Name of the Assignee to remain blank until filled in by the SPV.

7. Assigned Interest as of the Participation Date:

FACILITY ASSIGNED	AGGREGATE AMOUNT OF LOANS FOR ALL LENDERS IN SUCH FACILITY AS OF THE PARTICIPATION DATE	AMOUNT OF SUCH LOANS PARTICIPATED AS OF THE PARTICIPATION DATE	PERCENTAGE OF SUCH LOANS PARTICIPATED AS OF THE PARTICIPATION DATE
[Term Loans]	\$[_____]	\$[_____]	[_____]%

8. Assigned Interest as of the Effective Date:

FACILITY ASSIGNED	AGGREGATE AMOUNT OF LOANS FOR ALL LENDERS IN SUCH FACILITY AS OF THE EFFECTIVE DATE	AMOUNT OF SUCH LOANS ASSIGNED AS OF THE EFFECTIVE DATE	PERCENTAGE OF SUCH LOANS ASSIGNED AS OF THE EFFECTIVE DATE
_____ ⁴	\$ _____ ⁵	\$ _____ ⁶	_____ % ⁷

9. Effective Date: _____, 20__ ⁸

10. The parties hereto agree that the Effective Date shall not occur until the Administrative Agent has accepted this Assignment and Assumption and recorded it in the Register.

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⁴ Fill in the appropriate terminology for the applicable facility under the Credit Agreement for the Main Street Lending Program term loan. This should match the “Facility Assigned” set forth in section 7.

⁵ Amount to be inserted by the SPV upon submission to the Administrative Agent for effectiveness. This amount should be the aggregate amount of loans (the “Loans”) for all Lenders under the applicable facility as of the Effective Date. While the amount set forth in section 7 lists the aggregate amount of the Loans for all Lenders as of the Participation Date, such outstanding amounts could change over time as the Borrower prepays or repays principal or as certain interest payments are capitalized and added to the principal amount of the Loans, among other reasons (such increases or decreases to the principal amount of the Loans, the “Principal Amount Adjustments”). The amount listed should reflect any such Principal Amount Adjustments following the Participation Date.

⁶ Amount to be inserted by the SPV upon submission to the Administrative Agent for effectiveness. This amount should be the aggregate amount of Loans being assigned by the Assignor to the Assignee on the Effective Date and should reflect any Principal Amount Adjustments following the Participation Date. This amount should not be greater than the amount of the Loans participated to the SPV as of the Participation Date after giving effect to any Principal Amount Adjustments thereto following the Participation Date (i.e. while the SPV can elevate or elevate and transfer less than its participated share of such Loans it may not transfer the portion of such Loans required to be retained by the Assignor).

⁷ Percentage to be inserted by the SPV upon submission to the Administrative Agent for effectiveness. This percentage should not be greater than the percentage set forth in section 7.

⁸ Effective Date to be completed by the Administrative Agent upon recordation of this Assignment and Assumption in the Register.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

ASSIGNEE

By: _____
Name:
Title:

Consented to:

[NAME OF ADMINISTRATIVE AGENT], as
Administrative Agent under the Co-Lender Agreement

By: _____
Name:
Title:

Consented to:

[NAME OF BORROWER], as Borrower

By: _____
Name:
Title:

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Accepted for Recordation by:

[NAME OF ADMINISTRATIVE AGENT], as
Administrative Agent under the Co-Lender Agreement

By: _____

Name:

Title:

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STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document, or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement and the Co-Lender Agreement, (ii) it meets all the requirements to be an assignee under the Co-Lender Agreement, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and the Co-Lender Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement and the Co-Lender Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements by the Borrower and other obligors, as applicable, delivered pursuant thereto and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest and (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts that have accrued to but excluding the Effective Date and to the Assignee for amounts that have accrued from and after the Effective Date. Notwithstanding the foregoing, the Administrative Agent shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Effective Date to the Assignee.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

The words “executed,” “signed,” “signature,” and words of like import as used above and elsewhere in this Assignment and Assumption shall include, in addition to manually executed signatures, images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, any electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

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