

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: _____¹
3. Borrower: _____²
4. Administrative Agent: Assignor, as the administrative agent pursuant to the Co-Lender Agreement
5. Credit Agreement: The credit agreement, loan agreement, business loan agreement, promissory note, note or other analogous or similar agreement or agreements (or any combination of the foregoing), dated as of the Credit Agreement Date, by and among Borrower, as borrower, Assignor, as the lender or a lender, the Administrative Agent (if applicable), and any other entities party thereto from time to time (including all intercreditor agreements, subordination agreements, waivers and amendments entered into from time to time pursuant thereto or in connection therewith and the note(s) (if any) evidencing the loans issued thereunder), in each case, as amended, supplemented or otherwise modified from time to time, including any such agreement or agreements that have been delivered by Assignor to MS Facilities LLC in connection with the Participation Agreement (as defined in the Co-Lender Agreement)

¹ Name of the Assignee to remain blank until filled in by the SPV.

² List each Borrower if there are multiple Borrowers.

Credit Agreement Date: _____, 20__

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

Main Street Term Loan Tranche: Has the meaning set forth in the Co-Lender Agreement.

6. Participation Date: _____, 20__³

7. Participated 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
Main Street Term Loan Tranche	\$[_____]	\$[_____]	95%

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
Main Street Term Loan Tranche	\$ _____ ⁴	\$ _____ ⁵	_____% ⁶

9. Effective Date: _____, 20__.⁷

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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³ The date the participation request was submitted to the SPV.

⁴ Field to be left blank at the time the participation request is submitted to the SPV. 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.

⁵ Field to be left blank at the time the participation request is submitted to the SPV. 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).

⁶ Field to be left blank at the time the participation request is submitted to the SPV. 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.

⁷ Field to be left blank at the time the participation request is submitted to the SPV. 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:

ASSIGNEE⁸

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 Borrower⁹

By: _____
Name:
Title:

⁸ Field to be left blank at the time the participation request is submitted to the SPV.

⁹ If there are multiple Borrowers, each Borrower is required to sign.

Accepted for Recordation by:

[NAME OF ADMINISTRATIVE AGENT], as ¹⁰
Administrative Agent under the Co-Lender Agreement

By: _____

Name:

Title:

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¹⁰ Field to be left blank at the time the participation request is submitted to the SPV.

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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