

**APPENDIX 3B: FORM OF ASSIGNMENT AND ASSUMPTION
(ASSIGNMENT BY BORROWER)**

This Assignment and Assumption (this “**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**”), through their respective Applicable TALF Agents, pursuant to the Master Loan and Security Agreement identified below (the “**Loan Agreement**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Loan 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 assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Loan Agreement, as of the Effective Date inserted by Lender, all of the Assignor’s rights and obligations in its capacity as a Borrower under the Loan Agreement, any other Lending Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the Loans identified below and any associated rights and obligations with respect thereto (the rights and obligations sold and assigned by the Assignor to the Assignee 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.

Upon the effectiveness of this Assignment and Assumption, Assignee shall become bound to the terms and conditions of the Loan Agreement with respect to such Assigned Interest.

- 1. Assignor: _____

- 2. Assignee: _____

- 3. Loan Agreement: Master Loan and Security Agreement among TALF II LLC, as Lender, The Bank of New York Mellon, as Administrator, The Bank of New York Mellon, as Custodian, and the TALF Agents party thereto (each on behalf of itself and its respective Borrowers), as amended or supplemented from time to time.

4. Assigned Interest:

<u>Loan Identification #</u>	<u>Borrower Name</u>	<u>Principal Amount Outstanding*</u>	<u>Accrued Interest / as of [Proposed Effective Date]*</u>
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* Amounts to be provided by Custodian and communicated to Assignor and Assignee through their Applicable TALF Agents. Applicable TALF Agents to confirm agreement back to Custodian, and to notify Custodian of effectiveness of transfer of related collateral.

The parties hereto acknowledge and agree that this assignment and assumption is subject to the consent of Lender, which consent may be withheld or delayed for any reason and for any period of time, and this assignment and assumption is subject in all respects (including as to effectiveness) to Sections 19.1 through 19.5 of the MLSA.

Effective Date: _____, 20__ [TO BE INSERTED BY LENDER]

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

ASSIGNOR
[NAME OF ASSIGNOR]

Through its Applicable TALF Agent:

[]

By:

Title:

ASSIGNEE
[NAME OF ASSIGNEE]

Through its Applicable TALF Agent:

[]

By:

Title:

Consented to and Accepted:

TALF II LLC, as
Lender

By: _____

Name:

Title:

**ANNEX 1 to ASSIGNMENT AND ASSUMPTION
STANDARD TERMS AND CONDITIONS**

1. Representations and Warranties.

1.1. Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the relevant 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 to authorize, has taken all action necessary to authorize, and has authorized its Applicable TALF Agent to execute and deliver this Assignment and Assumption on its behalf and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to the performance or observance by Lender or any other party to the Loan Agreement, any of their subsidiaries or Affiliates or any other Person of any of their respective obligations under any Lending Agreement.

1.2. Assignee. The Assignee (a) represents and warrants that (i) each of the representations and warranties applicable to Borrowers under Section 10.1 of the Loan Agreement are true and correct as to the Assignee (*provided*, that with respect to this assignment and assumption, the representations and warranties set forth under Section 10.1(e)(vii) of the Loan Agreement shall not be required to be made by Assignee with respect to the purchase of the Collateral that is the subject of the assignment and assumption but Assignee, as the successor Borrower for purposes of the Assigned Interest, shall have liability for the representations and warranties made by the predecessor Borrower under Section 10.1(e)(vii) of the Loan Agreement as fully as if the Assignee had been the predecessor Borrower and had itself made such representations and warranties when made by the predecessor Borrower, and such liability shall survive the assumption of such Loan by the Assignee), (ii) from and after the Effective Date, it shall be bound by the provisions of the Loan Agreement as a Borrower thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Borrower thereunder, (iii) it is sophisticated with respect to decisions to assume obligations 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 assuming obligations of such type, (iv) it has received a copy of the Loan Agreement and such other documents and information as it deems appropriate to make its own analysis and decision to enter into this Assignment and Assumption and to assume the obligations represented by the Assigned Interest and (v) it has, independently and without reliance upon the Assignor or any other party to the Loan Agreement, and based on such documents and information as it has deemed appropriate, made its own analysis and decision to enter into this Assignment and Assumption and to assume the obligations represented by the Assigned Interest; and (b) agrees that (i) it will, independently and without reliance upon the Assignor, and based on such documents and information as it shall deem appropriate at the time, continue to make its own decisions in taking or not taking action under any Lending Agreement, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of any Lending Agreement are required to be performed by it as a Borrower.

2. Payments. From and after the Effective Date, all payments in respect of the Collateral securing the Assigned Interest shall be made for the account of the Assignor for amounts which have accrued to but excluding the Effective Date and for the account of the Assignee for amounts which have accrued from and after the Effective Date.

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 by one or more parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to

constitute one and the same instrument. Delivery of an executed signature page to this Assignment and Assumption by email or facsimile transmission shall be effective as delivery of a manually signed executed counterpart hereof. A set of copies of this Assignment and Assumption signed by all the parties shall be lodged with the Lender. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.