

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	PURCHASE AND SALE AGREEMENT
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO FOOTHILL, INC.		06/15/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	GLADSTONE CAPITAL CORPORATION
Street Address:	1521 WESTBRANCH DRIVE
Internal Address:	SUITE 200
City:	MCLEAN
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78499607	CONTAGION REPORTS, CASES, AND COMMENTARIES IN HIV AND INFECTIOUS DISEASE RESEARCH
Serial Number:	78499621	CONTAGION
Registration Number:	2686111	THE CATALYST FOR TRANSFORMING KNOWLEDGE INTO TREATMENT
Registration Number:	3028277	CONTAGION
Registration Number:	2919137	THE AMERICAN JOURNAL OF UROLOGY REVIEW
Registration Number:	2923180	THE AMERICAN JOURNAL OF ONCOLOGY REVIEW
Registration Number:	2815922	THE AMERICAN JOURNAL OF PULMONARY REVIEW
Registration Number:	2765944	THE AMERICAN JOURNAL OF UROLOGY REVIEW
Registration Number:	2868129	THE AMERICAN JOURNAL OF ONCOLOGY REVIEW

CORRESPONDENCE DATA

Fax Number: (509)458-2717

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$240.00 78499607

Phone: 509-624-5265
Email: debbiep@wkdtlaw.com
Correspondent Name: Witherspoon, Kelley, Davenport & Toole
Address Line 1: 422 West Riverside Ave., Suite 1100
Address Line 4: Spokane, WASHINGTON 99201

NAME OF SUBMITTER:	Debbie A. Palm
Signature:	/dap/
Date:	01/24/2008

Total Attachments: 35

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PURCHASE AND SALE AGREEMENT FOR DISTRESSED TRADES, AS MODIFIED

TRANSACTION SPECIFIC TERMS, AS MODIFIED

THIS PURCHASE AND SALE AGREEMENT is dated as of the Settlement Date and entered into by and between Seller and Buyer to govern the purchase and sale of the Loans, the Commitments (if any) and the other Transferred Rights, in accordance with the terms, conditions and agreements set forth in the Standard Terms which are incorporated herein by reference. The Standard Terms and the Transaction Specific Terms together constitute a single integrated Purchase and Sale Agreement governing the Transaction. With respect to the Transaction, the Parties agree to be bound by the Standard Terms and the Transaction Specific Terms set forth herein.

<u>TRANSACTION SUMMARY</u>	
Trade Date:	June 11, 2007
Settlement Date:	June 15, 2007, unless otherwise agreed to by Seller in writing
Seller:	Wells Fargo Foothill, Inc.
Buyer:	Gladstone Capital Corporation
Credit Agreements:	See Exhibit A Hereto
Borrower:	See Exhibit A Hereto
Purchase Amount(s):	All funded and unfunded commitments under the Credit Agreements
Tranche(s):	N/A
CUSIP Number(s), if available:	N/A
Pre-Settlement Date Accruals Treatment:	<input type="checkbox"/> Settled Without Accrued Interest <input checked="" type="checkbox"/> Trades Flat, except for [REDACTED]
Type of Assignment:	<input checked="" type="checkbox"/> Original Assignment <input type="checkbox"/> Secondary Assignment
Immediate Prior Seller (if any):	
Borrower in Bankruptcy:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> ¹
Delivery of Credit Documents:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Netting Arrangements:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Flip Representations:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Step-Up Provisions:	Yes <input type="checkbox"/> ¹ No <input checked="" type="checkbox"/>
	Shift Date:
Transfer Notice:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

A. DEFINITIONS

Capitalized terms used in this Agreement shall have the respective meanings ascribed thereto in Section 1 of the Standard Terms, as supplemented by Section A of the Transaction Specific Terms and as

¹ Reading Broadcasting, Inc. filed a bankruptcy case on October 7, 2005 in the United States Bankruptcy Court for the Eastern District of Pennsylvania.

otherwise may be provided in other provisions of this Agreement. Terms defined in the Credit Agreements and not otherwise defined in this Agreement shall have the same meanings in this Agreement as in the Credit Agreements. Except as otherwise expressly set forth herein, each reference herein to "the Agreement," "this Agreement," "herein," "hereunder" or "hereof" shall be deemed a reference to this Agreement. If there is any inconsistency between the Transaction Specific Terms and the Standard Terms, the Transaction Specific Terms shall govern and control.

In this Agreement:

"Agent" means Seller.

"Assignment" means this Agreement.

"Commitments" means the commitments described on Exhibit B attached hereto.

"Loans" means the loans described on Exhibit B hereto as documented in the Credit Agreements.

"Unfunded Commitments" means the unfunded commitments described on Exhibit B attached hereto.

B. SECTION 5 (BUYER'S REPRESENTATIONS AND WARRANTIES)

B.1 Section 5.1(n) (Buyer Status).

- Buyer is not a Lender.
- Buyer is a Lender.
- Buyer is an Affiliate [substitute Credit Agreements defined term if different] (as defined in the Credit Agreements) of a Lender.
- Buyer is an Approved Fund [substitute Credit Agreements defined term if different] of a Lender.

B.2 If "Yes" is specified opposite "Delivery of Credit Documents" in the Transaction Summary, Buyer represents and warrants that it (i) was not a Lender on the Trade Date and (ii) requested copies of the Credit Documents from Seller on or prior to the Trade Date.

C. SECTION 6 (INDEMNIFICATION)

Section 6.1 (Seller's Indemnities).

Seller's indemnities contained in Section 6.1(a) shall apply.

D. SECTION 8 (DISTRIBUTIONS; INTEREST AND FEES; PAYMENTS)

D.1 Section 8.2 (Distributions).

Seller's covenants contained in Section 8.2(a) shall apply.

D.2 Section 8.4 (Wire Instructions).

Buyer's Wire Instructions (Except for [REDACTED]):

Bank: [REDACTED]

Acct.: Gladstone Business Loan, LLC
[REDACTED]

Attn.: Specialty Finance – Group Credit Manager
Ref.: Wells Fargo Foothill

Buyer's Wire Instructions (For [REDACTED]):

Bank: [REDACTED]
[REDACTED]
[REDACTED]

Acct Name: Gladstone Business Loan

Seller's Wire Instructions:

Bank: [REDACTED]
[REDACTED]
[REDACTED]

Acct.: Wells Fargo Foothill, Inc.
[REDACTED]

Attn.: Specialty Finance – Group Credit Manager

Ref.: Gladstone

E. SECTION 9 (NOTICES)

Buyer's Address for Notices and Delivery:

GLADSTONE CAPITAL CORPORATION
1521 Westbranch Drive, Suite 200
McLean, Virginia 22102
Attention: John H. Weller
Telephone: 509.340.1550
Facsimile: 703.462.1152
Electronic Mail Address: john.weller@gladstonemanagement.com

Seller's Address for Notices and Delivery:

WELLS FARGO Foothill, INC.
2450 Colorado Avenue
Suite 3000W
Santa Monica, California 90404
Attention: Specialty Finance - Group Credit Manager
Telephone: 310.453.7200
Facsimile: 310.453.7442

F. SECTION 26 (FURTHER PROVISIONS)

The following additional provisions, including any modifications to existing provisions, shall apply:

1. In connection with the further assurances provided by Seller as set forth in Section 14 of the Standard Terms, all instruments for transfers of the Credit Documents and the Collateral shall be prepared, and where appropriate, filed or recorded by Seller at its cost and expense and shall not contain any representation, warranty or indemnity from, or recourse to, Seller except as made herein. All such documents shall be executed by and delivered by the parties on or before seven days after the Settlement Date.

2. As soon as practicable after the Settlement Date but in no event later than fifteen (15) days after the Settlement Date, Seller agrees to deliver the credit, financial and other collateral files relating to the Loans in its possession or control, other than the Credit Documents and Seller's Books and Records, without any representation, warranty or indemnity from, or recourse to, Seller.

3. On the Settlement Date, Seller agrees to deliver to Buyer the SMF Marketing Database folder named SMF 10-2-2006.xls.

4. Notwithstanding anything herein to the contrary regarding "Trades Flat", after the Settlement Date, Buyer shall pay in cash to Seller via wire transfer in accordance with the wire transfer instructions set forth above, [REDACTED]

[REDACTED]

5. [REDACTED]

[REDACTED]

6. Except for Seller's representations in Section 4.1 of the Purchase and Sale Agreement (Standard Terms), Seller is not making any representations or warranties regarding the Borrowers, the Collateral, the indebtedness, the Credit Agreements, the Credit Documents, or any of the security documents, and the transfer herein is "as-is", "where-is".

7. [REDACTED]

[REDACTED]

8. Buyer and Seller acknowledge that the Purchase Price is calculated as of June 13, 2007. Buyer and Seller agree to reasonably cooperate to determine, within two (2) business days after the

Settlement Date, the Purchase Price as of the Settlement Date. To the extent that a difference exists, such amount shall be calculated as if due on the Settlement Date and shall include interest thereon at the Federal Funds Rate until such amount is actually paid. The party owing the additional amount shall make such payment on the business day following the determination of the Purchase Price, via wire transfer of immediately available funds (provided that in the event the amount payable by Buyer to Seller under this Paragraph 8 exceeds [REDACTED], Buyer shall have one additional business day to wire transfer such funds) In addition, to the extent the Purchase Price includes an estimate by Seller of third party costs and expenses as set forth in the Purchase Price Letter, within thirty (30) days after the Settlement Date, Seller shall provide a reconciliation of such third party costs and expenses and remit to Buyer any unused portion of such expense estimate.

IN WITNESS WHEREOF, Seller and Buyer have executed this Purchase and Sale Agreement by their duly authorized officers or representatives as of the Settlement Date.

SELLER

WELLS FARGO FOOTHILL, INC.

By: Amelie Yehros

Name: Amelie F. Yehros
Title: Senior Vice President

BUYER

GLADSTONE CAPITAL CORPORATION

By: _____

Name: George Stelljes, III
Title: President and Chief Investment Officer

IN WITNESS WHEREOF, Seller and Buyer have executed this Purchase and Sale Agreement by their duly authorized officers or representatives as of the Settlement Date.

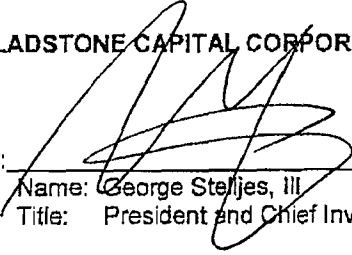
SELLER

WELLS FARGO FOOTHILL, INC.

By: _____
Name: Amelie F. Yehros
Title: Senior Vice President

BUYER

GLADSTONE CAPITAL CORPORATION

By:  _____
Name: George Steljes, III
Title: President and Chief Investment Officer



ANNEX TO PURCHASE AND SALE AGREEMENT

1. Predecessor Transfer Agreements — None.
2. List of Credit Agreements and any other Credit Documents delivered:
See Exhibit C attached hereto.



EXHIBIT A TO PURCHASE AND SALE AGREEMENT FOR DISTRESSED TRADES
TRANSACTION SPECIFIC TERMS

Borrower	Credit Agreement, as amended from time to time
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Borrower	Credit Agreement, as amended from time to time
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U.S. HealthCare Communications LLC	Borrowing Agreement Dated as of May 17, 2006 among U.S. HealthCare Communications LLC and Wells Fargo Foothill, Inc.
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EXHIBIT B TO PURCHASE AND SALE AGREEMENT FOR DISTRESSED TRADES
TRANSACTION SPECIFIC TERMS

Borrower	Commitments	Principal Loan Amount	Unfunded Commitments
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U.S. Healthcare Communications	[REDACTED]	[REDACTED]	[REDACTED]
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**EXHIBIT C TO PURCHASE AND SALE AGREEMENT FOR DISTRESSED
TRADES
TRANSACTION SPECIFIC TERMS**

O. U.S. HealthCare Communications

1. Borrowing Agreement dated as of May 17, 2006 between U.S. HealthCare Communications LLC ("US HealthCare") and Lender.
2. Security Agreement dated as of May 17, 2006 between US HealthCare and Lender.
3. Pledge Agreement dated as of May 17, 2006 by Kueka, LLC ("Kueka"), Great Hill Investors, LLC ("GHI"), Steven J. Resnick, Brian Tyburski, James V. Baldwin, II, Kristin Siyahian for the benefit of Lender.
4. Promissory Note dated as of May 17, 2006 executed by US HealthCare in favor of Lender in the amount of [REDACTED].
5. Company Borrowing Resolution for U.S. Healthcare dated as of May 17, 2006.
6. Certificate of Formation and related documentation re GH Media LLC.
7. Certificate of Formation and related documentation re Kueka.
8. Certificate of Formation re US HealthCare.
9. Manager's Certificate for GHI dated as of May __, 2006.
10. Manager's Certificate for Kueka dated as of May 6, 2006.
11. Assignment of Lease dated as of May __, 2006 between TyWin Communications, L.L.C. ("TyWin"), James V. Baldwin, III, Brian Tyburski and US HealthCare.
12. Lessor's Estoppel Certificate and Consent dated as of May 15, 2006 by A.M.D. Dental Mfg., LLC ("AMD") to Lender.

13. Unanimous Written Consent of the Manager of GHI dated as of May ___, 2006.
14. Operating Agreement of US HealthCare dated as of May 16, 2006.
15. Amended and Restated Limited Liability Company Agreement for GHI [unsigned].
16. Employment Agreement between US HealthCare and Brian Tyburski dated April ___, 2006 [unsigned].
17. Opinion Letter dated as of May 17, 2006 given by St. John & Wayne, L.L.C. to Lender.
18. Default Letter dated as of January 30, 2007 to John J. Hennessy from Lender.
19. Default Letter dated as of May 16, 2007 to John M. Borders and Don L. Turner from Lender.
20. UCC-1 Financing Statements in favor of Lender.

[TO BE ATTACHED TO AND MADE A PART OF THE PURCHASE AND SALE AGREEMENT WITH A SETTLEMENT DATE OF JUNE 15, 2007, BY AND BETWEEN WELLS FARGO FOOTHILL, INC. AND GLADSTONE CAPITAL CORPORATION]

PURCHASE AND SALE AGREEMENT FOR DISTRESSED TRADES

LSTA STANDARD TERMS AND CONDITIONS (AS MODIFIED)

Published by The Loan Syndications and Trading Association, Inc.® as of December 1, 2006.

The following are the LSTA Standard Terms and Conditions for Purchase and Sale published by the LSTA as of December 1, 2006, as modified herein, which shall govern the Transaction described in the Transaction Specific Terms.

1. **Definitions**

1.1. **General.** Capitalized terms used in this Agreement shall have the respective meanings ascribed thereto in Section 1 of the Standard Terms, as supplemented by Section A of the relevant Transaction Specific Terms, and as otherwise may be provided in other provisions of this Agreement. Terms defined in the Credit Agreements and not otherwise defined in this Agreement shall have the same meanings in this Agreement as in the Credit Agreements. Except as otherwise expressly set forth herein, each reference herein to "the Agreement," "this Agreement," "herein," "hereunder" or "hereof" shall be deemed a reference to this Agreement. If there is any inconsistency between the Transaction Specific Terms and the provisions of the Standard Terms, the Transaction Specific Terms shall govern and control.

1.2. In this Agreement:

"**Affiliate**" means "affiliate" as defined in either (a) Bankruptcy Code §101(2) or (b) Rule 144 of the Securities Act.

"**Agent Expenses**" means any costs, liabilities, losses, claims, damages, and expenses incurred by, and any indemnification claims of, the Agent, for which the Agent has recourse under the Credit Documents and that are attributable or allocable to the Transferred Rights.

"**Agreement**" means this Purchase and Sale Agreement between Seller and Buyer dated as of the Settlement Date governing the Transaction, such Agreement consisting of the Standard Terms as modified and supplemented by the Transaction Specific Terms.

"**Annex**" means the document attached to the Transaction Specific Terms captioned "Annex to Purchase and Sale Agreement."

"**Assumed Obligations**" means all obligations and liabilities of Seller arising under or related to the Credit Documents (including the Unfunded Commitments); excluding, however, the Retained Obligations.

"**Bankruptcy Code**" means the Bankruptcy Reform Act of 1978, 11 U.S.C. §§101 et seq., as amended.

“Benefit Plan” means an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, a “plan” as defined in Section 4975 of the Code or any Entity whose assets include (for purposes of U.S. Department of Labor Regulations Section 2510.3-101 or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan.”

“Borrower” means, collectively, the Entity or Entities specified as such in the Transaction Summary and such other borrower(s) as may be identified in the Credit Agreements.

“Buyer” means the Entity specified as such in the Transaction Summary.

“Business Day” means any day that is not (a) a Saturday, (b) a Sunday or (c) any other day on which the Federal Reserve Bank of New York is closed.

“Buyer Excluded Information” has the meaning specified in Section 5.1(h).

“Buyer Indemnitees” has the meaning specified in Section 6.1.

“Code” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated under it.

“Collateral” means any property, whether real or personal, tangible or intangible, of whatever kind and wherever located, whether now owned or hereafter acquired or created, in or over which an Encumbrance has been, or is purported to have been, granted to (or otherwise created) or for the benefit of the Lenders under the Credit Documents.

“Credit Agreements” means collectively, the agreements specified as such in the Transaction Summary (including all intercreditor agreements, subordination agreements, waivers and amendments entered into pursuant thereto or in connection therewith).

“Credit Documents” means the Credit Agreements and all guarantees, security agreements, mortgages, deeds of trust, letters of credit, reimbursement agreements, waivers, amendments, modifications, supplements, forbearances, intercreditor agreements, subordination agreements, lockbox, blocked account, restricted account and related cash management agreements, and all other agreements, documents or instruments executed and delivered in connection therewith.

“Distribution” means any payment or other distribution, whether received by setoff or otherwise, of cash (including interest), notes, securities, or other property (including Collateral) or proceeds under or in respect of the Transferred Rights; excluding, however, any Retained Interest Distribution.

“Encumbrance” means any (a) mortgage, pledge, lien, security interest, charge, hypothecation, security agreement, security arrangement or encumbrance or other adverse claim against title of any kind; (b) purchase, option, call or put agreement or arrangement; (c) subordination agreement or arrangement other than as specified in the Credit Documents; (d) prior sale, transfer, assignment or participation by Seller of the Transferred Rights, the Loans or the Commitments (if any) other than pursuant to the Predecessor Transfer Agreements (if any) specified in the Annex; or (e) agreement or arrangement to create or effect any of the foregoing.

“**Entity**” means any individual, partnership, corporation, limited liability company, association, estate, trust, business trust, Governmental Authority, fund, investment account or other entity.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated under it.

“**Federal Funds Rate**” means, for any date, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates set by the Federal Reserve Bank of New York on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day in *The Wall Street Journal (Eastern Edition)*, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Parties from three federal funds brokers of recognized standing selected by the Parties. For a day that is not a Business Day, the Federal Funds Rate shall be the rate applicable to federal funds transactions on the immediately preceding day for which such rate is reported.

“**Governmental Authority**” means any federal, state, or other governmental department, agency, institution, authority, regulatory body, court or tribunal, foreign or domestic, and includes arbitration bodies, whether governmental, private or otherwise.

“**Guaranty**” means a guaranty of any of Borrower’s obligations under the Credit Documents, including Borrower’s obligations in connection with the Loans.

“**Impairment**” means any claim, counterclaim, setoff, defense, action, demand, litigation (including administrative proceedings or derivative actions), Encumbrance, right (including expungement, avoidance, reduction, contractual or equitable subordination, or otherwise) or defect, other than those created pursuant to the Credit Documents, the effect of which does, or would, materially and adversely affect the Transferred Rights, in whole or in part.

“**Indemnified Party**” has the meaning specified in Section 6.3.

“**Indemnifying Party**” has the meaning specified in Section 6.3.

“**Insider**” means insider as defined in Bankruptcy Code §101(31).

“**Interest and Accruing Fees**” means all interest and accruing ordinary course fees (such as commitment, facility, letter of credit and other similar fees) that are paid in connection with the Loans and Commitments (if any) in accordance with the Credit Documents from and after the Settlement Date; provided that Interest and Accruing Fees shall not include any PIK Interest.

“**Lender**” means a lender under the Credit Agreements, and its successors, transferees and permitted assigns.

“**Loans**” means the Loans in the amounts specified in the Transaction Specific Terms, and includes the notes evidencing such Loans issued under the Credit Agreements.

“**LSTA**” means The Loan Syndications and Trading Association, Inc.®

“Manager” has the meaning specified in Section 10.1.

“Non-Recurring Fees” means amendment, consent, waiver and other similar non-ordinary course fees that are paid in connection with the Loans and Commitments (if any) under the Credit Documents from and after the Settlement Date and any other amounts not constituting Interest and Accruing Fees.

“Obligor” means any Entity (other than Borrower, the Lenders and any administrative, collateral, syndication, documentation or other similar agent under the Credit Agreements) that is obligated under the Credit Documents.

“Operative Documents” means (i) this Agreement, (ii) the Assignment, and (iii) the Purchase Price Letter.

“Party” means Buyer or Seller, as applicable.

“PIK Interest” means any paid-in-kind interest, fees or other amounts paid or payable from and after the Settlement Date in connection with the Loans and Commitments in accordance with the Credit Documents.

“Predecessor Transfer Agreements” means (a) if “Original Assignment” is specified opposite “Type of Assignment” in the Transaction Summary and Seller is a signatory to the Credit Agreements, none, (b) if “Original Assignment” is specified opposite “Type of Assignment” in the Transaction Summary and Seller is a not signatory to the Credit Agreements, the Assignment that names Seller as assignee therein and that relates to the primary syndication or (c) if “Secondary Assignment” is specified opposite “Type of Assignment” in the Transaction Summary, the transfer agreements under which Seller and any Prior Seller acquired the rights and obligations underlying or constituting a part of the Transferred Rights.

“Pre-Settlement Date Accruals” means all Interest and Accruing Fees that accrue during the period before (but excluding) the Settlement Date.

“Prior Sellers” means none.

“PTEs” means the prohibited transaction class exemptions issued by the U.S. Department of Labor.

“Purchase Price” has the meaning given to it in the Purchase Price Letter.

“Purchase Price Letter” means the letter agreement between Buyer and Seller that specifies the calculations determining the Purchase Price with respect to the Transferred Rights.

“Reimbursement Claims” means any claim of Seller arising in connection with the return, disgorgement or reimbursement by Seller to Borrower, or any other Entity, of all or any portion of any payment or transfer received by Seller on account of the Transferred Rights prior to the Settlement Date, including any claims arising under Bankruptcy Code § 502(h).

“Retained Interest” means, (a) any and all payments and other transfers of property received from the Borrower or any Obligor prior to and including the Settlement Date, (b)

any and all indemnification rights as “Lender” and as “Agent” as defined in and under the Credit Agreements and the other Credit Documents that pertain or relate to the period prior to and including the Settlement Date, (c) any rights that Seller may have against its agents or professionals arising under or related to the Credit Agreements, the other Credit Documents and/or the administration of the Loans and any action or omission taken in connection therewith, (d) Seller’s share of deferred interest with respect to the CCS, LLC Loan; and (e) all internal books and records of the Seller relating to the Transferred Rights, including but not limited to all underwriting memoranda, internal memoranda, internal correspondence, internal electronic mails, and correspondence with third parties (other than any Borrower or Obligor), including counsel; for the avoidance of doubt all such books and records (“Seller’s Books and Records”) are hereby excluded from the definitions of Credit Documents and Transferred Rights.

“**Retained Interest Distribution**” means a payment or other distribution, whether received by setoff or otherwise, of cash (including interest), notes, securities or other property (including Collateral) or proceeds payable or deliverable to Seller in respect of a Retained Interest.

“**Retained Obligations**” means none.

“**Securities Act**” means the Securities Act of 1933, 15 U.S.C. §§77a et seq., as amended, and the rules and regulations promulgated under it.

“**Seller**” means the Entity specified as such in the Transaction Summary.

“**Seller Excluded Information**” has the meaning specified in Section 4.1(k).

“**Seller Indemnitees**” has the meaning specified in Section 6.2.

“**Settlement Date**” means the date on which Seller receives the Purchase Price.

“**Standard Terms**” means the LSTA Standard Terms and Conditions for Purchase and Sale in the form published by the LSTA as of December, 2006, as modified.

“**Transaction**” means the purchase and sale of Loans, Commitments (if any) and the other Transferred Rights to which this Agreement relates.

“**Transaction Documents**” means the Credit Documents, the Operative Documents and the Predecessor Transfer Agreements (if any).

“**Transaction Specific Terms**” means the specific terms and elections governing the Transaction that are set forth in the Transaction Summary and Sections A through F of this Agreement, as modified.

“**Transaction Summary**” means the Transaction Summary set forth in the Transaction Specific Terms.

“**Transferred Rights**” means any and all of Seller’s right, title, and interest in, to and under the Loans and the Commitments and, to the extent related thereto, the following (excluding, however, the Retained Interest):

- (a) all other amounts (including any PIK interest) funded by or payable to Seller or any Prior Seller (if any) under the Credit Documents, and all obligations owed to Seller or any Prior Seller in connection with the Loans and the Commitments;
- (b) the Credit Documents;
- (c) the Predecessor Transfer Agreements (if any) (but only to the extent related to the Loans or the Commitments, as specified in the Annex);
- (d) all claims (including "claims" as defined in Bankruptcy Code §101(5)), suits, causes of action, and any other right of Seller or any Prior Seller, whether known or unknown, against Borrower, any Obligor, or any of their respective Affiliates, agents, representatives, contractors, advisors, or any other Entity that in any way is based upon, arises out of or is related to any of the foregoing, including, to the extent permitted to be assigned under applicable law, all claims (including contract claims, tort claims, malpractice claims, and claims under any law governing the purchase and sale of, or indentures for, securities), suits, causes of action, and any other right of Seller or any Prior Seller against any attorney, accountant, financial advisor, or other Entity arising under or in connection with the Credit Documents or the transactions related thereto or contemplated thereby;
- (e) all Guarantees and all Collateral and security of any kind for or in respect of the foregoing;
- (f) all cash, securities, or other property, and all setoffs and recoupments, received, applied, or effected by or for the account of Seller or any Prior Seller under the Loans or the Commitments and other extensions of credit under the Credit Documents (whether for principal, interest, fees, reimbursement obligations, or otherwise) from and after the Settlement Date (unless excluded pursuant to Section 8.1), including all Distributions obtained by or through redemption, consummation of a plan of reorganization, restructuring, liquidation, or otherwise of Borrower, any Obligor or the Credit Documents, and all cash, securities, interest, dividends, and other property that may be exchanged for, or distributed or collected with respect to, any of the foregoing;
- (g) the economic benefit of permanent commitment reductions, permanent repayments of principal and Non-Recurring Fees received by Seller or any Prior Seller from and after the Settlement Date; and
- (h) all proceeds of the foregoing.

2. Assignment and Assumption

In consideration of the mutual covenants and agreements in, and subject to the terms and conditions of, this Agreement:

- (a) subject to the satisfaction or waiver of the conditions in Section 3.2, Seller irrevocably sells, transfers, assigns, grants and conveys the Transferred Rights to Buyer with effect on and after the Settlement Date;

- (b) subject to the satisfaction or waiver of the conditions in Section 3.1, Buyer irrevocably acquires the Transferred Rights, and assumes and agrees to perform and comply with the Assumed Obligations, with effect on and after the Settlement Date;
- (c) Seller agrees to remain responsible for, and assumes and agrees to perform and comply with, the Retained Obligations; Buyer assumes no obligations other than the Assumed Obligations; and
- (d) Buyer agrees that it shall perform in accordance with their terms all of the obligations which by the terms of the Credit Documents are required to be performed by it as a Lender. It is the intent of the parties hereto that, upon payment of the Purchase Price to Seller, Seller shall relinquish all of its rights (other than the Retained Interest) and be released from all of the obligations and liabilities under the Credit Agreements and the other Credit Documents.

3. Conditions Precedent

3.1. Buyer's obligations to pay the Purchase Price to Seller, to acquire the Transferred Rights and to assume the Assumed Obligations shall be subject to the conditions that (a) Seller's representations and warranties in this Agreement shall have been true and correct on the Settlement Date (as specified in Section 4.1), (b) Seller shall have complied in all material respects with all covenants required by this Agreement to be complied with by it on or before the Settlement Date and (c) Buyer shall have received (i) the Transaction Specific Terms duly executed on behalf of Seller, (ii) the Purchase Price Letter duly executed on behalf of Seller, and (iii) the Assignment duly completed and executed on behalf of Seller.

3.2. Seller's obligation to sell, transfer, assign, grant, and convey the Transferred Rights to Buyer shall be subject to the conditions that (a) Buyer's representations and warranties in this Agreement shall have been true and correct on the Settlement Date (as specified in Section 5.1), (b) Buyer shall have complied in all material respects with all covenants required by this Agreement to be complied with by it on or before the Settlement Date, (c) Seller shall have received (i) the Transaction Specific Terms duly executed on behalf of Buyer, (ii) the Purchase Price Letter duly executed on behalf of Buyer, and (iii) the Assignment duly completed and executed on behalf of Buyer and (d) Seller shall have received payment of the Purchase Price from Buyer.

4. Seller's Representations and Warranties

- 4.1. Seller represents and warrants to Buyer (as of the Settlement Date) that:
- (a) Seller (i) is, and was on the Settlement Date, duly organized and validly existing under the laws of its jurisdiction of organization or incorporation, (ii) is, and was on the Settlement Date, in good standing under such laws and (iii) has, and had on the Settlement Date, full power and authority to execute, deliver and perform its obligations under the Transaction Documents to which it is or will become a party.
 - (b) Seller's execution, delivery, and performance of the Transaction Documents to which it is or will become a party has not resulted, did not result on the Settlement Date and will not result in a breach or violation of any provision of (i) Seller's organizational documents, (ii) any statute, law, writ, order, rule or regulation of any Governmental

Authority applicable to Seller, (iii) any judgment, injunction, decree or determination of any Governmental Authority applicable to Seller or (iv) any contract, indenture, mortgage, loan agreement, note, lease or other agreement, document or instrument to which Seller may be a party, by which Seller may be bound or to which any of the assets of Seller is subject.

- (c) (i) The Transaction Documents to which Seller is, and was on the Settlement Date, a party (A) have been duly and validly authorized, executed and delivered by Seller and (B) are the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except that such enforceability against Seller 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
 - (ii) No notice to, registration with, consent or approval of or any other action by any relevant Governmental Authority or other Entity is, will be or was on the Settlement Date required for Seller to execute, deliver, and perform its obligations under, the Transaction Documents to which Seller is or will become a party.
- (d) Seller is the sole legal and beneficial owner of and has good title to each of the Loans, the Commitments and the other Transferred Rights.
- (e) No proceedings are pending against Seller or, to the best of Seller's knowledge, threatened against Seller before any relevant Governmental Authority that, in the aggregate, will materially and adversely affect (i) the Transferred Rights or Assumed Obligations or (ii) any action taken or to be taken by Seller under this Agreement.
- (f) The outstanding principal amounts of the Loans and the principal amounts of the Commitments are accurately stated in the Transaction Specific Terms as of the date specified.
- (g) No broker, finder or other Entity acting under the authority of Seller or any of its Affiliates is entitled to any broker's commission or other fee in connection with the Transaction for which Buyer could be responsible.
- (h) The amounts utilized in calculating the Purchase Price as specified in the Purchase Price Letter are true and correct as of each applicable date.
- (i) Seller acknowledges that the consideration paid under this Agreement for the purchase of the Transferred Rights and the assumption of the Assumed Obligations may differ both in kind and amount from any Distribution.
- (j) Seller (i) is a sophisticated Entity with respect to the sale of the Transferred Rights and the retention of the Retained Obligations, (ii) has adequate information concerning the business and financial condition of Borrower and Obligors to make an informed decision regarding the sale of the Transferred Rights and the retention of the Retained Obligations and (iii) has independently and without reliance upon Buyer, and based on such information as Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Seller has relied

upon Buyer's express representations, warranties, covenants, agreements and indemnities in this Agreement. Seller acknowledges that Buyer has not given Seller any investment advice, credit information or opinion on whether the sale of the Transferred Rights or the retention of the Retained Obligations is prudent.

- (k) Seller acknowledges that (i) Buyer currently may have, and later may come into possession of, information with respect to the Transferred Rights, the Retained Obligations, Borrower, Obligors or any of their respective Affiliates that is not known to Seller and that may be material to a decision to sell the Transferred Rights and to retain the Retained Obligations ("Seller Excluded Information"), (ii) Seller has determined to sell the Transferred Rights and to retain the Retained Obligations notwithstanding its lack of knowledge of Seller Excluded Information and (iii) Buyer shall have no liability to Seller or any Seller Indemnitee, and Seller waives and releases any claims that it might have against Buyer or any Buyer Indemnitee whether under applicable securities laws or otherwise, with respect to the nondisclosure of Seller Excluded Information in connection with the Transaction; provided, however, that Seller Excluded Information shall not and does not affect the truth or accuracy of Buyer's representations or warranties in this Agreement.
- (l) Seller is an "accredited investor" as defined in Rule 501 under the Securities Act. Without characterizing the Transferred Rights as a "security" within the meaning of applicable securities laws, Seller has not made any offers to sell, or solicitations of any offers to buy, all or any portion of the Transferred Rights in violation of any applicable securities laws.
- (m) Either (i) no interest in the Transferred Rights is being sold by or on behalf of one or more Benefit Plans or (ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds), and PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers) is applicable with respect to the sale of the Transferred Rights.

4.2. Except as expressly stated in this Agreement and the Assignment, Seller makes no representations or warranties, express or implied, with respect to the Transaction.

4.3. Seller acknowledges that: (a) its sale of the Transferred Rights to Buyer is irrevocable; (b) Seller shall have no recourse to the Transferred Rights; and (c) Seller shall have no recourse to Buyer, except for (i) Buyer's breaches of its representations, warranties or covenants and (ii) Buyer's indemnities, in each case as expressly stated in this Agreement.

5. Buyer's Representations and Warranties

5.1. Buyer represents and warrants to Seller (as of the Settlement Date) that:

- (a) Buyer (i) is, and was on the Settlement Date, duly organized and validly existing under the laws of its jurisdiction of organization or incorporation, (ii) is, and was on the Settlement Date, in good standing under such laws and (iii) has, and had on the Settlement Date, full power and authority to execute, deliver and perform its obligations under, the Transaction Documents to which it is or will become a party.
- (b) Buyer's execution, delivery, and performance of the Transaction Documents to which it is or will become a party has not resulted, did not result on the Settlement Date and will not result in a breach or violation of any provision of (i) Buyer's organizational documents, (ii) any statute, law, writ, order, rule or regulation of any Governmental Authority applicable to Buyer, (iii) any judgment, injunction, decree or determination of any Governmental Authority applicable to Buyer or (iv) any contract, indenture, mortgage, loan agreement, note, lease or other agreement, document or instrument by which Buyer may be a party, by which Buyer may be bound or to which any of the assets of Buyer is subject.
- (c) (i) The Transaction Documents to which Buyer is, and was on the Settlement Date, a party (A) have been duly and validly authorized, executed and delivered by Buyer and (B) are the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except that such enforceability 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

(ii) except as provided in the Credit Documents, no notice to, registration with, consent or approval of or any other action by any relevant Governmental Authority or other Entity is, will be or was on the Settlement Date required for Buyer to execute, deliver, and perform its obligations under the Transaction Documents to which Buyer is or will become a party.
- (d) Without characterizing the Transferred Rights as a "security" within the meaning of applicable securities laws, Buyer is not purchasing the Transferred Rights with a view towards the sale or distribution thereof in violation of the Securities Act; provided, however, that Buyer may resell the Transferred Rights if such resale is in compliance with Section 10.
- (e) Buyer acknowledges that the consideration paid under this Agreement for the purchase of the Transferred Rights and the assumption of the Assumed Obligations may differ both in kind and amount from any Distribution.
- (f) Buyer (i) is a sophisticated Entity with respect to the purchase of the Transferred Rights and the assumption of the Assumed Obligations, (ii) is able to bear the economic risk associated with the purchase of the Transferred Rights and the assumption of the Assumed Obligations, (iii) has adequate information concerning the business and financial condition of Borrower and Obligors to make an informed decision regarding the purchase of the Transferred Rights and the assumption of the Assumed Obligations, (iv) has such knowledge and experience, and has made investments of a similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of rights and assumption of liabilities of the type

contemplated in this Agreement and (v) has independently and without reliance upon Seller, and based on such information as Buyer has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Buyer has relied upon Seller's express representations, warranties, covenants, agreements and indemnities in this Agreement. Buyer acknowledges that Seller has not given Buyer any investment advice, credit information or opinion on whether the purchase of the Transferred Rights or the assumption of the Assumed Obligations is prudent.

- (g) Except as otherwise provided in this Agreement, Buyer has not relied and will not rely on Seller to furnish or make available any documents or other information regarding the credit, affairs, financial condition or business of Borrower or any Obligor, or any other matter concerning Borrower or any Obligor.
- (h) Buyer acknowledges that (i) Seller currently may have, and later may come into possession of, information with respect to the Transferred Rights, the Assumed Obligations, Borrower, Obligors or any of their respective Affiliates that is not known to Buyer and that may be material to a decision to purchase the Transferred Rights and assume the Assumed Obligations ("Buyer Excluded Information"), (ii) Buyer has determined to purchase the Transferred Rights and assume the Assumed Obligations notwithstanding its lack of knowledge of the Buyer Excluded Information and (iii) Seller shall have no liability to Buyer or any Buyer Indemnitee, and Buyer waives and releases any claims that it might have against Seller or any Seller Indemnitee, whether under applicable securities laws or otherwise, with respect to the nondisclosure of the Buyer Excluded Information in connection with the Transaction; provided, however, that the Buyer Excluded Information shall not and does not affect the truth or accuracy of Seller's representations or warranties in this Agreement.
- (i) No broker, finder or other Entity acting under the authority of Buyer or any of its Affiliates is entitled to any broker's commission or other fee in connection with the Transaction for which Seller could be responsible.
- (j) Either (i) no interest in the Transferred Rights is being acquired by or on behalf of an Entity that is, or at any time while the Transferred Rights are held thereby will be, one or more Benefit Plans or (ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds), and PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers) is applicable with respect to the purchase and holding of the Transferred Rights and the exercise of Buyer's rights thereunder.
- (k) Buyer acknowledges that (i) it has received copies of the Predecessor Transfer Agreements (if any) designated as Predecessor Transfer Agreements that relate to distressed loans in Section 1 of the Annex and, if applicable, the Credit Documents referenced in Section 2 of the Annex and (ii) without in any way limiting the

representations and warranties of Seller contained in this Agreement, it is assuming all risk with respect to the accuracy or sufficiency of the Predecessor Transfer Agreements (if any) and the Credit Documents, other than any representations, warranties or covenants made by Seller in this Agreement, the Credit Documents or in the Predecessor Transfer Agreements (if any) to which Seller is a party.

- (l) Buyer is an “accredited investor” as defined in Rule 501 under the Securities Act.
- (m) No proceedings are (i) pending against Buyer or (ii) to the best of Buyer’s knowledge, threatened against Buyer before any relevant Governmental Authority that, in the aggregate, will materially and adversely affect any action taken or to be taken by Buyer under this Agreement.
- (n) Buyer has the status under the Credit Agreements specified in Section B.1 of the Transaction Specific Terms.

5.2. Except as expressly stated in this Agreement and the Assignment, Buyer makes no representations or warranties, express or implied, with respect to the Transaction.

5.3. Buyer acknowledges that (a) Seller’s sale of the Transferred Rights to Buyer, and Buyer’s assumption of the Assumed Obligations, are irrevocable and (b) Buyer shall have no recourse to Seller, except for (i) Seller’s breaches of its representations, warranties or covenants and (ii) Seller’s indemnities, in each case as expressly stated in this Agreement.

6. Indemnification

6.1. Seller shall indemnify, defend, and hold Buyer and its officers, directors, agents, partners, members, controlling Entities and employees (collectively, “Buyer Indemnitees”) harmless from and against any liability, claim, cost, loss, judgment, damage or expense (including reasonable attorneys’ fees and expenses) that any Buyer Indemnitee incurs or suffers as a result of, or arising out of a breach of any of Seller’s representations, warranties, covenants or agreements in this Agreement.

6.2. Buyer shall indemnify, defend, and hold Seller and its officers, directors, agents, partners, members, controlling Entities, and employees (collectively, “Seller Indemnitees”) harmless from and against any liability, claim, cost, loss, judgment, damage or expense (including reasonable attorneys’ fees and expenses) that any Seller Indemnitee incurs or suffers as a result of or arising out of a breach of any of Buyer’s representations, warranties, covenants or agreements in this Agreement. After the Settlement Date, Buyer shall have no right to cause Seller to act with respect to the Credit Documents or the Loans.

6.3. If a third party commences any action or makes any demand against either Party for which such Party (“Indemnified Party”) is entitled to indemnification under this Agreement, such Indemnified Party shall promptly notify the other Party (“Indemnifying Party”) in writing of such action or demand; provided, however, that if the Indemnified Party assumes the defense of the action and fails to provide prompt notice to the Indemnifying Party, such failure shall not limit in any way the Indemnifying Party’s obligation to indemnify the Indemnified Party except to the extent that such failure materially prejudices the Indemnifying Party’s ability to defend the action. The Indemnifying Party may, at its own expense and without limiting its obligation to indemnify the Indemnified Party, participate in the defense of such action with counsel reasonably satisfactory to the Indemnified

Party, or the Indemnifying Party may, at its own expense and without limiting its obligation to indemnify the Indemnified Party, assume the defense of such action with counsel reasonably acceptable to the Indemnified Party. In any event, the Party that has assumed the defense of such action shall provide the other Party with copies of all notices, pleadings, and other papers filed or served in such action. Neither Party shall make any settlement or adjustment without the other Party's prior written consent, which consent (a) in the case of the Indemnifying Party will not be unreasonably withheld if the settlement or adjustment involves only the payment of money damages by the Indemnifying Party and (b) in the case of the Indemnified Party may be withheld for any reason if the settlement or adjustment involves performance or admission by the Indemnified Party.

6.4. Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Parties and survives termination of this Agreement or any transfer pursuant to Section 10 of this Agreement. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

6.5. If and to the extent Seller is ordered by any Court to return any such payments or property transferred, Buyer shall be responsible to make such payment or return of property for and on behalf of Seller.

7. Costs and Expenses

7.1. If either Party pays any Agent Expenses, Assumed Obligations or Retained Obligations for which the other Party is responsible in accordance with the definitions thereof and the terms of this Agreement, such other Party shall, promptly upon the written request of the Party that shall have paid such amounts, reimburse such paying Party for the full amount paid on such other Party's behalf.

7.2. The Parties agree to bear their own respective legal and other costs and expenses for preparing, negotiating, executing and implementing this Agreement and any related documents and consummating the Transaction.

8. Distributions; Interest and Fees; Payments

8.1. The treatment of Pre-Settlement Date Accruals is set forth in the Transaction Summary. Except with respect to the CCS, LLC loan, if "Trades Flat" is specified, all Pre-Settlement Date Accruals, if and when paid, shall be for the account of Buyer, and for purposes of this Agreement, the Transferred Rights shall include all Pre-Settlement Date Accruals.

8.2. As specified in the Transaction Summary,

(a) (i) If at any time after the Settlement Date, Seller receives a Distribution, Seller shall (A) accept, and from and after the Settlement Date, hold such Distribution for the account and sole benefit of Buyer, (B) from and after the Settlement Date have no equitable or beneficial interest in such Distribution and (C) deliver such Distribution (free of any withholding, setoff, recoupment, or deduction of any kind except as required by law) promptly (but in the case of a cash Distribution received after the Settlement Date, in no event later than ten (10) Business Days after the date on which Seller receives such Distribution) to Buyer in the same form received and, when necessary or appropriate, with Seller's endorsement (without recourse, representation, or warranty), except to the extent prohibited under any applicable law, rule or order. If Seller fails to pay any cash

Distribution to Buyer in accordance with the time periods set forth in clause (i)(C) of this Section 8.2(a), then Seller shall pay interest on such payment for the period from (and including) the day on which such payment is actually received by Seller to (but excluding) the day such payment is actually paid to Buyer, in accordance with Section 8.6.

(ii) If a Distribution includes securities or other non-cash Distribution, Seller shall, to the extent permitted by law, endorse (without recourse, representation or warranty) or use commercially reasonable efforts (at Buyer's sole expense) to assist Buyer to cause to be registered in Buyer's name, or such name as Buyer may direct in writing, and deliver such securities to Buyer or to such Entity as Buyer may direct as soon as practicable. Pending such transfer, Seller shall (from and after the Settlement Date) hold the same on behalf and for the sole benefit of Buyer, and Seller shall have no legal, equitable or beneficial interest in any such Distribution.

(iii) Subject to applicable law, Buyer is entitled to receive any Distribution to be remitted by Seller under this Agreement without the withholding of any tax. If Seller receives a Distribution that it is required to remit to Buyer, Buyer shall furnish to Seller such forms, certifications, statements and other documents as Seller may reasonably request in writing to evidence Buyer's exemption from the withholding of any tax imposed by the United States of America or any other jurisdiction, whether domestic or foreign, or to enable Seller to comply with any applicable laws or regulations relating thereto, and Seller may refrain from remitting such Distribution until such forms, certifications, statements and other documents have been so furnished.

(iv) If all or any portion of a Distribution received by Seller and transferred to Buyer pursuant to this Section 8.2(a) is required to be returned or disgorged by Seller to any Entity, Buyer shall promptly return such Distribution (or portion thereof) to Seller together with all related interest and charges payable by Seller in respect thereof.

8.3. (a) If at any time after the Settlement Date Buyer receives a Retained Interest Distribution, Buyer shall (i) accept and hold such Retained Interest Distribution for the account and sole benefit of Seller, (ii) have no equitable or beneficial interest in such Retained Interest Distribution and (iii) deliver such Retained Interest Distribution (free of any withholding, setoff, recoupment, or deduction of any kind except as required by law) promptly (but in the case of a cash Retained Interest Distribution, in no event later than two (2) Business Days after the date on which Buyer receives it) to Seller in the same form received and, when necessary or appropriate, with Buyer's endorsement (without recourse, representation, or warranty), except to the extent prohibited under any applicable law, rule or order. If Buyer fails to pay any cash Retained Interest Distribution to Seller within two (2) Business Days of receipt thereof, then Buyer shall pay interest on such Retained Interest Distribution for the period from (and including) the day on which such Retained Interest Distribution is actually received by Buyer to (but excluding) the day such Retained Interest Distribution is actually paid to Seller, in accordance with Section 8.6.

(b) If a Retained Interest Distribution includes securities or other non-cash Distribution, Buyer shall, to the extent permitted by law, endorse (without recourse, representation or warranty), or use commercially reasonable efforts (at Seller's sole expense) to assist Seller to cause to be registered in Seller's name, or such name as Seller may direct in writing, and deliver such securities to Seller or to such Entity as Seller may direct as soon as practicable. Pending such transfer, Buyer shall hold the same on behalf and for the sole benefit of Seller and Buyer shall have no legal, equitable or beneficial interest in any such Retained Interest Distribution.

(c) Subject to applicable law, Seller is entitled to receive any Retained Interest Distribution to be remitted by Buyer under this Agreement without the withholding of any tax. If Buyer receives a Retained Interest Distribution that it is required to remit to Seller, Seller shall furnish to Buyer such forms, certifications, statements and other documents as Buyer may reasonably request in writing to evidence Seller's exemption from the withholding of any tax imposed by the United States of America or any other jurisdiction, whether domestic or foreign, or to enable Buyer to comply with any applicable laws or regulations relating thereto, and Buyer may refrain from remitting such Retained Interest Distribution until such forms, certifications, statements and other documents have been so furnished.

(d) If all or any portion of a Retained Interest Distribution received by Buyer and transferred to Seller pursuant to this Section 8.3 is required to be returned or disgorged by Buyer to any Entity, Seller shall promptly return such Retained Interest Distribution (or portion thereof) to Buyer together with all related interest and charges payable by Buyer in respect thereof.

8.4. If Borrower fails to pay on or prior to the scheduled due date thereof (taking into account any applicable grace period) in accordance with the Credit Agreements, any Interest and Accruing Fees that were paid or credited to Buyer on the Settlement Date, then Buyer shall, upon demand by Seller, pay Seller an amount equal to the portion of such Interest and Accruing Fees that were not paid to Seller, plus interest that would accrue for each day on such amounts at the Federal Funds Rate.

8.5. Except as provided in Sections 8.2, 8.3 or 8.4 or the Purchase Price Letter, all payments made by Buyer to Seller or by Seller to Buyer under this Agreement shall be made in the lawful currency of the United States by wire transfer of immediately available funds to Seller or Buyer, as applicable, in accordance with the wire instructions specified in Section D.2 of the Transaction Specific Terms.

8.6. With respect to the payment of any funds or other property under this Agreement (including the delivery of Distributions under Section 8.2 and Retained Interest Distributions under Section 8.3), whether from Seller to Buyer or from Buyer to Seller, (a) the Party required to deliver a Distribution or a Retained Interest Distribution may withhold therefrom any tax required by law to be withheld, and (b) the Party failing to make full payment of any amount when due shall, upon demand by the other Party, pay such defaulted amount together with interest on it (for each day from (and including) the date when due to (but excluding) the date when actually paid) at a rate equal to the Federal Funds Rate.

9. Notices

9.1. All communications between the Parties in respect of, or notices or other information sent under, this Agreement shall be in writing, hand delivered or sent by overnight courier, electronic transmission or telecopier, addressed to the relevant Party at its address, electronic mail or facsimile number specified in Section E of the Transaction Specific Terms or at such other address, electronic mail or facsimile number as such Party may subsequently request in writing. All such communications and notices shall be effective upon receipt.

9.2. From the Settlement Date through the 45th day after the Settlement Date, if Seller receives any notices, correspondence or other documents in respect of the Transferred Rights or any

Credit Document that, to the best of Seller's knowledge, were not sent to the Lenders generally, Seller shall promptly forward them to Buyer.

10. Further Transfers

10.1. Buyer may sell, assign, grant a participation in, or otherwise transfer all or any portion of the Transferred Rights, this Agreement, its rights under this Agreement and the Predecessor Transfer Agreements (if any), or any interest in any of the foregoing without the consent of or notice to Seller; provided, however, that (a) such sale, assignment, participation or transfer shall comply with any applicable requirements in the Transaction Documents and shall not violate any applicable laws, rules or regulations, including any applicable securities laws, rules or regulations;

(b) [REDACTED]

(c) notwithstanding any such sale, assignment, participation or transfer, unless Seller otherwise consents in writing (which consent Seller shall not unreasonably withhold or delay), (i) Buyer's obligations to Seller under this Agreement shall remain in full force and effect until fully paid, performed, and satisfied and (ii) Seller shall continue to deal solely and directly with Buyer in connection with Buyer's obligations under this Agreement; and (c) with respect to a transfer by Buyer of its rights against Seller under this Agreement and, if "Secondary Assignment" is specified opposite "Type of Assignment" in the Transaction Summary, against any Prior Sellers under the Predecessor Transfer Agreements (i) the transferee must represent and warrant that (A) no interest in the Transferred Rights is being acquired by the transferee by or on behalf of an Entity that is, or at any time while the Transferred Rights are held thereby will be, one or more Benefit Plans, (B) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds), and PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to the acquisition and holding of the Transferred Rights by the transferee and the exercise of the transferee's rights thereunder or (C) the funds being used by the transferee to purchase all or any portion of the Transferred Rights are from a fund managed by a Qualified Professional Asset Manager (the "Manager") within the meaning of Part V of PTE 84-14, the Manager made the investment decision on behalf of the transferee to acquire the Transferred Rights from the transferor, the acquisition and holding of the Transferred Rights hereunder satisfies the requirements of subsections (b) through (g) of Part I of PTE 84-14 and the individual making the investment decision to purchase the Transferred Rights on behalf of the transferee has no actual knowledge (without duty of inquiry or investigation) that the requirements of subsection (a) of Part I of PTE 84-14 are not satisfied and (ii) the transferee must agree that it will obtain from each of its direct transferees the representations, warranties and covenants contained in this clause (c) (including this subclause (ii)).

10.2. Seller may assign its rights under this Agreement without the prior written consent of Buyer; provided, however, that Seller may not delegate its obligations under this Agreement without the prior written consent of Buyer.

11. Voting

11.1. On and after the Settlement Date, Buyer shall have sole authority to make, grant and exercise (or refrain from making, granting and exercising) all votes to be made as lender under the Credit Documents, whether pursuant to amendments, consents or waivers.

12. Exercise of Rights and Remedies

12.1. No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the Parties, and no waiver of any provision of this Agreement, nor consent to any departure by either Party from it, shall be effective unless it is in writing and signed by the affected Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12.2. No failure on the part of a Party to exercise, and no delay in exercising, any right or remedy under this Agreement shall operate as a waiver by such Party, nor shall any single or partial exercise of any right or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies of each Party provided herein (a) are cumulative and are in addition to, and are not exclusive of, any rights or remedies provided by law (except as otherwise expressly set forth in this Agreement) and (b) are not conditional or contingent on any attempt by such Party to exercise any of its rights or remedies under any other related document or against the other Party or any other Entity.

12.3. If Buyer is or at any time will be a Benefit Plan, Buyer's right to exercise any right or remedy against a Prior Seller under a Predecessor Transfer Agreement is conditioned upon such exercise not constituting or giving rise to a nonexempt prohibited transaction under Section 406(a) of ERISA or Section 4975 of the Code. Buyer hereby agrees that it will obtain from each of its direct transferees the exclusion contained in the foregoing sentence and the undertaking contained in this sentence.

13. Survival; Successors and Assigns

13.1. All representations, warranties, covenants, indemnities and other provisions made by the Parties shall be considered to have been relied upon by the Parties, shall (as to representations and warranties) be true and correct as of the Settlement Date and any other date set forth in Sections 4.1 or 5.1, as the case may be, and shall survive the execution, delivery and performance of this Agreement and the other Operative Documents.

13.2. This Agreement, including the representations, warranties, covenants and indemnities contained in this Agreement, shall inure to the benefit of, be binding upon and be enforceable by and against the Parties and their respective successors and permitted assigns.

14. Further Assurances

Each Party agrees to, at the requesting party's expense, (i) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (ii) take or cause to be taken all such other and further actions as the other Party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement. Without limiting the generality of the foregoing, Seller agrees that if (i) notes have been issued evidencing all or any

portion of the Loans and the Commitments (if any), (ii) Buyer or Buyer's designee or assignee requests that a new note or notes be issued to it, and (iii) the Agent, Borrower or any Governmental Authority requires either (x) the delivery of any note(s) evidencing the Loans and the Commitments (if any) previously issued to Seller or any Prior Seller or (y) the delivery of customary lost note documentation by Seller or any Prior Seller prior to the issuance thereof, then Seller shall use commercially reasonable efforts to either deliver such note(s) or customary lost note documentation to the Agent or to obtain such note(s) or customary lost note documentation from such Prior Seller; provided that Seller shall not be required to deliver either a note or such lost note documentation if no note was ever issued or delivered to it.

15. Disclosure

15.1. Each Party agrees that, without the prior consent of the other Party, it shall not disclose the contents of this Agreement (or the Purchase Price Letter (including the Purchase Price)) to any Entity, except that any Party may make any such disclosure (a) as required to implement or enforce this Agreement, (b) if required to do so by any law, court, regulation, subpoena or other legal process, (c) to any Governmental Authority or self-regulatory Entity having or asserting jurisdiction over it, (d) if its attorneys advise it that it has a legal obligation to do so or that failure to do so may result in it incurring a liability to any other Entity or sanctions that may be imposed by any Governmental Authority, (e) to its Affiliates, professional advisors and auditors or (f) as set forth in Section 15.2.

15.2. Buyer may disclose the contents of this Agreement (but not the contents of the Purchase Price Letter (including the Purchase Price)) to any proposed transferee, assignee, participant, or other Entity proposing to enter into contractual relations with Buyer in respect of the Transferred Rights or any part of them.

15.3. Buyer agrees to comply with the requirements of the Credit Documents regarding confidentiality.

16. Parties' Relationships

Each Party and any of its Affiliates may engage in any kind of lawful business or other relationship with Borrower, any Obligor or any of their respective Affiliates without liability to the other Party or any obligation to disclose such business or relationship to the other Party.

17. Entire Agreement; Conflict

17.1. This Agreement and the other Operative Documents constitute the entire agreement of the Parties with respect to the Transaction and supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, representations and warranties in respect thereof, all of which have become merged and finally integrated into this Agreement and the other Operative Documents.

17.2. This Agreement supplements the Assignment. As between Seller and Buyer, if there is any inconsistency or conflict between this Agreement and any of the other Operative Documents, the provisions of this Agreement shall govern and control. If there is any inconsistency between the Transaction Specific Terms and the Standard Terms, the Transaction Specific Terms shall govern and control.

18. Counterparts; Telecopies

This Agreement and the other Operative Documents may be executed in multiple counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Transmission by telecopier, facsimile or other form of electronic transmission of an executed counterpart of any Operative Document shall be deemed to constitute due and sufficient delivery of such counterpart. Each fully executed counterpart of this Agreement and any other Operative Document shall be deemed to be a duplicate original.

19. Relationship Between Buyer and Seller

The relationship between Seller and Buyer shall be that of seller and buyer. Neither is a trustee or agent for the other, nor does either have any fiduciary obligations to the other. This Agreement shall not be construed to create a partnership or joint venture between the Parties.

20. Severability

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

21. Governing Law

THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTION (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL IN ALL RESPECTS BE GOVERNED BY AND INTERPRETED, CONSTRUED AND DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION THEREOF THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION).

22. Waiver of Trial by Jury

THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTION (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

23. Jurisdiction

23.1. The Parties irrevocably and unconditionally submit to and accept the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York for any action, suit or proceeding arising out of or based upon this Agreement or any matter relating to it and waive any objection that they may have to the laying of venue in any such court or that any such court is an inconvenient forum or does not have personal jurisdiction over them.

23.2. The Parties irrevocably agree that, should either Party institute any legal action or proceeding in any jurisdiction (whether for an injunction, specific performance, damages or otherwise) in relation to this Agreement or the Transaction, no immunity (to the extent that it may at any time exist, whether on the grounds of sovereignty or otherwise) from such action or proceeding shall be claimed by it or on its behalf, any such immunity being hereby irrevocably waived, and each Party irrevocably agrees that it and its assets are, and shall be, subject to such legal action or proceeding in respect of its obligations under this Agreement.

24. Subrogation; Reimbursement Claims

24.1. To the extent that Buyer enforces any claim for indemnification or other right, claim or remedy against Seller under this Agreement and receives payment or another remedy from Seller in respect of such right, claim or remedy, the Parties agree that, to the extent permitted by law, the Credit Documents and the Predecessor Transfer Agreements (if any), without the need for further action on the part of either Party, Seller shall be subrogated to the rights of Buyer against any other Entity, including Prior Sellers (if any), with respect to such right, claim or remedy to the extent that Buyer receives such payment or other remedy from Seller.

24.2. To the extent that Borrower or any other Entity enforces any claim for return, disgorgement or reimbursement against Seller or any Prior Seller for all or any portion of any payment or transfer received by Seller or such Prior Seller on account of the Transferred Rights prior to the Settlement Date and receives payment or satisfaction from Seller or such Prior Seller in respect thereof, the Parties agree that, to the extent permitted by law, the Credit Documents and the Predecessor Transfer Agreements (if any), without the need for further action on the part of either Party, Seller or such Prior Seller shall be subrogated to the rights of Buyer against any other Entity, including Borrower and Prior Sellers (if any), with respect to such claim (including the right to assert any Reimbursement Claims).

25. Interpretation

25.1. This Agreement includes the Annex and any other annexes, schedules or other documents attached to or incorporated by reference into the Agreement.

25.2. Terms used in the singular or the plural include the plural and the singular, respectively; "includes" and "including" are not limiting; and "or" is not exclusive.

25.3. Any reference to a Party includes such Party's successors and permitted assigns.

25.4. Unless otherwise indicated, any reference to:

- (a) this Agreement or any other agreement, document or instrument shall be construed as a reference to this Agreement or, as the case may be, such other agreement, document or instrument as the same may have been, or may at any time before the Settlement Date be, in effect as modified, amended or supplemented as of the Settlement Date; and
- (b) a statute, law, order, rule or regulation shall be construed as a reference to such statute, law, order, rule or regulation as it may have been, or may at any time before the Settlement Date be, in effect as modified, amended or supplemented as of the Settlement Date.

25.5. Section and other headings and captions are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

25.6. This Agreement shall be deemed to have been jointly drafted by the Parties and no provision of it shall be interpreted or construed for or against either Party because such Party actually or purportedly prepared or requested such provision, any other provision or the Agreement as a whole.

26. Additional Provisions

The additional provisions, if any, set forth in Section F of the Transaction Specific Terms shall apply.