

SIMPLE PASS THROUGH ASSIGNMENT

Seller:	Buyer:
Address:	Address:
Tel:	Tel:
Email:	Email:
Attn:	Attn:
Debtor:	Case:
Bankruptcy Court:	Petition Date:
Proof of Claim Amount:	Minimum Claim Amount:

1. By this Simple Pass Through Assignment ("Assignment"), Seller, its successors and assigns, for good and valuable Consideration (defined in Annex A), the sufficiency of which is hereby acknowledged by Seller, absolutely and unconditionally sells, transfers and assigns unto Buyer, its successors and assigns, all rights, title and interest in and to: (a) the Claim of Seller against the Debtor; and (b) the Original Creditor Assignment (defined below). The Claim is defined in that certain [] between _____ ("Original Creditor"), as seller, and Seller, as buyer ("Original Creditor Assignment"). Buyer is not assuming any obligations or liabilities of any kind owing to Debtor or any other party with respect to, under or in connection with the Claim or the Case that were created by Seller, all such obligations and liabilities created by Seller shall remain obligations and liabilities of Seller. This Assignment shall not be deemed to create a security interest.

2. Seller represents and warrants as of the date hereof that: (a) no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Assignment by Seller; (b) this Assignment has been duly authorized, executed and delivered by Seller and Seller has the requisite power and authority to execute, deliver and perform this Assignment; (c) Assignment constitutes the valid, legal and binding agreement of Seller, enforceable against Seller in accordance with its terms; (d) it has not filed a petition seeking protection under the U.S. Bankruptcy Code ("Code"), or admitted its inability to, or failed to, pay its debts generally as they become due; (e) Seller has received distributions on the Claim in the amount of \$ _____, which represents _____% of the Claim, no other payment or other distribution has been received by Seller, or by any third party on behalf of Seller, in full or partial satisfaction of, or in connection with, the Claim; (f) no portion of the Claim has been sold, assigned or pledged by Seller to any third party in whole or in part; (g) to the extent that Seller received the same from Original Creditor pursuant to the Original Creditor Assignment, Seller owns and has and is hereby selling to Buyer good and sole legal and beneficial title to the Claim; (h) Seller has not caused the Claim to be subject to any liens, security interests, or encumbrances, (i) to the best of Seller's actual knowledge, without duty of further inquiry or investigation, there are no legal or regulatory restrictions on the transfer or resale the Claim; (j) Seller has not entered into any agreement to restrict the transfer or resale of the Claim; (k) Seller has provided to Buyer a copy of the Original Creditor Assignment and copies of all other assignments, instruments, invoices, purchase orders, proofs of delivery and other documents evidencing or relating to the Claim which Seller actually received from Original Creditor, Debtor or the Bankruptcy Court; (l) there are no other contracts, documents, stipulations or other agreements between Seller and Debtor that could materially and adversely affect the Claim or Buyer's rights hereunder; (m) to the extent the representations and warranties made to Seller by Original Creditor in the Original Creditor Assignment are truthful and accurate, Seller has no liability or obligation related to or in connection with the Claim other than what may be specified in the Original Creditor Agreement; (n) no proof of claim will be filed by or on behalf of Seller in the Case or any related proceeding with respect to the Claim; (o) to the best of Seller's actual knowledge, without duty of further inquiry or investigation, no objection to the Claim has been filed or threatened; (p) to the best of Seller's actual knowledge, without duty of further inquiry or investigation, the Claim is not subject to any defense, claim or right of setoff, reduction, impairment, avoidance, disallowance, subordination or preference action, in whole or in part, whether on contractual, legal or equitable grounds, that have been or may be asserted by or on behalf of the Debtor or any other party to reduce the amount of the Claim or affect its validity, priority or enforceability; (q) Seller does not, and did not, hold any funds or property of or owe any amounts or property to the Debtor and has not effected or received, and shall not effect or receive, the benefit of any setoff against the Debtor; (r) Seller has not engaged in any act that could result in Buyer receiving proportionately less in payments or distributions under, or less favorable treatment (including the timing of payments or distributions) for, the Claim than is received by creditors generally holding general unsecured claims against the Debtor; and (s) Seller has paid, or will pay, the consideration due Original Creditor under the Original Creditor Assignment and Buyer will have no obligation to Original Creditor with respect to such amount.

3. Buyer represents and warrants as of the date hereof that: (a) it is duly authorized and empowered to execute and perform this Assignment; (b) this Assignment constitutes the valid, legal and binding agreement of Buyer, enforceable against Buyer in accordance with its terms; (c) Buyer has agreed to the Purchase Rate based on its own independent investigation and credit determination; (d) Buyer has not relied on any representation or warranty made by Seller, except as expressly set forth herein; and (e) Buyer assumes all of Seller obligations to Original Creditor in the Original Creditor Assignment except as stated in section 2(s) of this Assignment.

4. Buyer acknowledges and agrees that: (a) Seller will reasonably cooperate with Buyer in executing and delivering any documents and taking any other actions reasonably necessary to evidence and effectuate the transfer of the Claim and all interest therein to Buyer and to otherwise effectuate the intent of this Assignment; (b) Seller makes no representation or warranty, whether express or implied, of any kind or character, except as expressly set forth in this Assignment; (c) this Assignment by Seller to Buyer is irrevocable and without any recourse to Seller, except with respect to remedies resulting from breaches of representations, warranties and covenants expressly set forth in this Assignment; (d) Buyer unconditionally assumes all risk relating to nonpayment or failure to make distributions by the Debtor except when such nonpayment or failure to make distributions relates to: (i) Seller's breach of any of its covenants, representations or warranties contained in this Assignment; or (ii) the Original Creditor's breach of any of its covenants, representations or warranties contained in the Original Creditor Assignment; and (e) Seller has no liability to Buyer for the breach of any of Original Creditor's representations, warranties and/or covenants, other than as stated in section 6 of this Assignment.

5. Seller and Buyer are each aware that: (a) the Consideration being paid by Buyer hereunder may differ both in kind and amount from the amount ultimately distributed with respect to the Claim pursuant to the plan of reorganization or liquidation which is ultimately consummated on behalf of Debtor; (b) information which may be pertinent to its decision to enter into the Assignment and sell or buy the Claim is available and can be obtained from the Bankruptcy Court's files; and (c) each party hereto may possess material nonpublic information with respect to the Debtor, its subsidiaries and/or affiliates, and/or the Case not known to, and otherwise not available to, the other party hereto, and it shall not have any liability to the other party hereto with respect to the non-disclosure of such information.

6. In the event all or any part of the Claim subject to an Impairment (as defined in the Original Creditor Assignment): (a) Buyer shall have the right to pursue those remedies available to Seller under the Original Creditor Assignment; (b) upon written notice to Seller, Seller shall promptly disclose to Buyer the purchase rate between the Original Creditor and Seller (set forth in the Original Creditor Assignment and referred to herein as the "Original Creditor Purchase Rate") with respect to the Claim, and pay to Buyer an amount equal to the amount of the Claim subject to such Impairment multiplied by the difference between (i) the Purchase Rate herein, and (ii) the Original Creditor Purchase Rate, plus interest thereon at 8% per annum from the date hereof to the date of repayment. Seller shall use commercially reasonable best efforts to assist Buyer in enforcing this Section 6 and Buyer's remedies for an Impairment under the Original Creditor Assignment.

7. Seller agrees that in the event Seller receives any payments or distributions with respect to or relating to the Claim, Seller shall accept and hold the same on behalf of and for the sole benefit of Buyer, and promptly deliver the same to Buyer (free of any withholding, set-off, claim or deduction of any kind), within 5 business days. In the event Seller fails to deliver the payments, distributions to Buyer within 5 business days of Seller's actual receipt, Seller shall be obligated to pay Buyer interest at 8% per annum, from the date of Seller's actual receipt to the date of Buyer's receipt. Seller agrees to promptly provide Buyer with copies of all written correspondence and written notices actually received by Seller with respect to the Claim, including but not limited to any cure notices received from Debtor or the Bankruptcy Court. Seller agrees to promptly and fully follow Buyer's instructions regarding any cure notices.

8. Seller hereby irrevocably appoints Buyer with full power of substitution as its true and lawful attorney solely with respect to the Claim and authorizes Buyer to act in Seller's name, place and stead, to demand, sue for, compromise, recover, and transfer to Buyer all such sums of money and securities only which now are, or may hereafter become due and payable for, or on account of the Claim herein assigned. Seller grants unto Buyer full authority to do all things necessary to enforce or compromise the Claim and Seller's rights thereunder or related thereto pursuant to this Assignment. Seller agrees that the powers granted by this paragraph are discretionary in nature and exercisable at the sole option of Buyer. Buyer shall have no obligation to take any action to prove, defend, demand or take any action with respect to the Claim or otherwise in the Case. Seller agrees to execute, acknowledge and deliver all such further certificates, instruments and other documents, and to take all such further action as may be necessary or appropriate to effect assignment of the Claim and all interests therein to Buyer, to fully assist Buyer in enforcing the Claim and to otherwise effectuate the intent of this Assignment. Without limiting the generality of the foregoing, Seller agrees to cooperate with Buyer to amend or otherwise modify the Proof of Claim as Buyer directs, and acknowledges that Buyer may itself amend the Proof of Claim without the consent of, or notice to, Seller. Buyer may sell, assign, subparticipate or transfer its interest in the Claim, or any part thereof, without the consent of Seller; provided, however, that notwithstanding any such sale, assignment, participation or transfer, the obligations of Buyer contained herein shall continue and remain in full force and effect until fully paid, performed and satisfied by Buyer.

9. Seller agrees to indemnify Buyer from all losses, damages and liabilities, including attorneys' fees and expenses, which result from Seller's breach of any of its representations, warranties or covenants set forth herein, or any Impairment of the Claim, limited to the amount described in paragraph 6(b).

10. BUYER AND SELLER IRREVOCABLY AGREE THAT ANY ACTION TO ENFORCE, INTERPRET, OR CONSTRUE ANY PROVISION OF THIS ASSIGNMENT WILL BE BROUGHT AND DETERMINED ONLY IN A STATE OR FEDERAL COURT LOCATED IN THE CITY AND COUNTY OF NEW YORK, EXCEPT NOT IN THE BANKRUPTCY COURT ("NEW YORK COURTS"). BUYER AND SELLER IRREVOCABLY AND UNCONDITIONALLY CONSENT TO PERSONAL JURISDICTION OVER THEM BY THE NEW YORK COURTS IN ANY ACTION TO ENFORCE, INTERPRET OR CONSTRUE ANY PROVISION OF THIS ASSIGNMENT, AND ALSO HEREBY IRREVOCABLY WAIVES: (A) TRIAL BY JURY; (B) ANY DEFENSE OF IMPROPER VENUE; OR (C) FORUM NON CONVENIENS, TO ANY SUCH ACTION BROUGHT IN THE NEW YORK COURTS. THIS ASSIGNMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS THAT WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

11. The documents attached hereto as Annex B and incorporated herein by reference ("Evidence of Transfer") may be filed by Buyer with the Bankruptcy Court as evidence of this transfer. Seller grants Buyer the right to: (a) make any corrections to the Evidence of Transfer necessary to effect assignment of the Claim; and (b) execute other evidences of transfer that may be necessary to transfer other proofs of claim filed in respect of the Claim. Seller hereby waives any notice or hearing requirements imposed by Rule 3001 of the Bankruptcy Rules, and stipulates that an order may be entered recognizing this Assignment as an unconditional assignment and Buyer as the valid owner of the Claim. Seller acknowledges and agrees that Buyer shall be the holder of record of the Claim and shall identify itself as such on the records of the Bankruptcy Court.

12. Each party to this Assignment agrees that, without the prior written consent of the other party hereto, it will not disclose the contents of this Assignment to any person or entity, except that any party may make any such disclosure: (a) contemplated by this Assignment; (b) if required to do so by any law, court, or regulation; (c) to any banking, regulatory, self-regulatory, or examining authority; (d) to its affiliates, employees, professional advisors, and auditors (provided that each such person or entity shall be instructed to keep such disclosed information confidential); or (e) in the case of Buyer, to any actual or prospective, assignee, or participant in respect of the Claim or any portion thereof.

13. All representations, warranties, covenants and agreements contained herein shall survive the execution and delivery of this Assignment and the purchase and sale of the Claim and shall inure to the benefit of, be binding upon and enforceable by the parties hereto and Buyer's successors and assigns. This Assignment: (a) if executed and delivered via email in a pdf format with electronic signatures (if applicable) shall constitute an original and shall bear the same binding effect as any original signatures; (b) may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same document; (c) shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party; and (d) constitutes the entire understanding (including the annexes, and other documents incorporated into this Assignment by express reference) between Buyer and Seller and supersedes all prior agreements (oral and written) between the parties. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Assignment.

14. All rights, powers, and remedies provided under this Assignment or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party or any other party.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Assignment by its duly authorized representative dated _____, 2024.

[SELLER]

[BUYER]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CONSIDERATION PAID TO SELLER

Annex A

Upon settlement of this transaction payment of the Consideration shall be made as follows:

Minimum Claim Amount: \$ _____

x Purchase Rate: _____ %

Consideration: =====

Wire Transfer Instructions:

Bank Name: _____
Bank ABA Number: _____
Beneficiary Account Name: _____
Beneficiary Account Number: _____

EVIDENCE OF TRANSFER OF CLAIM

Annex B

TO: United States Bankruptcy Court ("Court")

AND TO: _____ ("Debtor")
Case No. _____ ("Case")

Claim #:

_____, assignee of _____ ("Seller"), for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally and irrevocably sell, transfer and assign unto:

its successors and assigns ("Buyer"), all rights, title and interest in and to the claim of Seller, including all rights: (a) of reclamation and all priority claims, and any cure payments made on account of Seller in the Case; (b) to any proof(s) of claim filed; (c) in and to any secured claim, collateral or any liens held by Seller; (d) to vote on any question relating to the claim in the Case; (e) to cash, interest, principal, securities or other property in connection with the Case; and (f) to any amounts listed on the Debtor's schedules, in the principal amount of \$ _____ ("Claim"), which represents _____ % of the total claim amount of \$ _____, against the Debtor in the Court, or any other court with jurisdiction over the Debtor's Case.

Seller hereby waives any objection to the transfer of the Claim to Buyer on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges, understands, agrees, and hereby stipulates that an order of the Court may be entered without further notice to Seller transferring the Claim to Buyer and recognizing the Buyer as the sole owner and holder of the Claim.

Buyer does not assume and shall not be responsible for any obligations of liabilities of Seller related to or in connection with the Claim or the Case. You are hereby directed to make all future payments and distributions free and clear of all setoffs and deductions, and to give all notices and other communications, in respect of the Claim to Buyer.

IN WITNESS WHEREOF, each of the undersigned have duly executed this Evidence of Transfer of Claim by their duly authorized representative dated _____, 2024.

[INSERT]

[INSERT]

By: _____
Name:
Title:

By: _____
Name:
Title: