

MASTER ASSIGNMENT AND ACCEPTANCE

Reference is made to the Senior Secured Super-Priority Term Loan Debtor-in-Possession Credit Agreement, dated as of August 31, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Aurora Borealis B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with corporate seat in Amsterdam, a debtor and a debtor-in-possession (“Holdings”), Bright Bidco B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with corporate seat in Amsterdam, a debtor and a debtor-in-possession (the “Borrower”), the lenders from time to time party thereto (“Lenders”), and Deutsche Bank AG New York Branch, as administrative agent (in such capacity, the “Administrative Agent”) for the Lenders and as collateral agent for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

1. Each Assignor hereby sells and assigns, without recourse, to the applicable Assignees, and such Assignees hereby purchase and assume, without recourse, from such Assignor, effective as of the Effective Date set forth below (the “Effective Date”) (but not prior to the registration of the information contained herein in the Register pursuant to Section 9.04(b)(v) of the Credit Agreement), the interests set forth below (the “Assigned Interest”) in such Assignor’s rights and obligations under the Credit Agreement and the other Loan Documents such that, in each case, after giving effect to the assignment and assumption of all the Assigned Interests, each Assignor and each Assignee shall hold the amount of Term Loans set forth opposite its name on Schedule 1 hereto. Each of the Assignors and the Assignees hereby makes and agrees to be bound by all the representations, warranties and agreements set forth in Exhibit A hereto. From and after the Effective Date (i) each such Assignee shall be a party to and be bound by the provisions of the Credit Agreement and, to the extent of the interests assigned by this Master Assignment and Acceptance, have the rights and obligations of a Lender thereunder and under the Loan Documents and (ii) each Assignor shall, to the extent of the interests assigned by this Master Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

2. Pursuant to Section 9.04(b)(ii) of the Credit Agreement, this Master Assignment and Acceptance is being delivered to the Administrative Agent together with (i) if required by Section 9.04(b)(ii)(B) of the Credit Agreement, a processing and recordation fee of \$3,500 and (ii) if such Assignee is not already a Lender under the Credit Agreement, a completed Administrative Questionnaire and any tax forms required to be delivered pursuant to Section 2.17 of the Credit Agreement.

3. To the extent a transfer of rights and obligations hereunder could be construed as a novation within the meaning of articles 1329 et seq. of the French *Code Civil*, each party agrees that upon such transfer, the security created under the French Collateral Agreements shall be preserved and maintained for the benefit of the Collateral

Agent, the Assignees and the remaining Secured Parties pursuant to articles 1334 et seq. of the French *Code Civil*.

4. This Master Assignment and Acceptance and any claims, controversy, dispute or causes of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Master Assignment and Acceptance shall be construed in accordance with and governed by the laws of the State of New York, without regard to any principle of conflicts of law that could require the application of any other law.

[Remainder of page intentionally left blank]

The terms set forth above are hereby agreed to:

_____, as Assignor

By: _____

Name:

Title:

_____, as Assignee

By: _____

Name:

Title:

Accepted¹

[DEUTSCHE BANK AG NEW YORK
BRANCH,
as Administrative Agent]²

By: _____
Name:
Title:

By: _____
Name:
Title:

¹ To be completed to the extent consents are required under Section 9.04(b)(i) of the Credit Agreement.

² Consent of the Administrative Agent shall not be required for an assignment of all or any portion of a Loan to a Lender, an Affiliate of a Lender, an Approved Fund, the Borrower or an Affiliate of the Borrower made in accordance with Section 9.04(i).

EXHIBIT A

REPRESENTATIONS AND WARRANTIES

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

By executing and delivering this Master Assignment and Acceptance, the assigning Lender hereunder and the Assignees hereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows:

1. Such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned hereby free and clear of any adverse claim and that its applicable Commitment, and the outstanding balances of its DIP Loans and Delayed Draw Term Loans, in each case without giving effect to assignments hereof which have not become effective, are as set forth in this Master Assignment and Acceptance.
2. Except as set forth in (1) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, or the financial condition of Holdings, the Borrower or any Subsidiary or the performance or observance by Holdings, the Borrower or any Subsidiary of any of its obligations under the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto.
3. Each Assignee represents and warrants that it is legally authorized to enter into such Assignment and Acceptance.
4. Each Assignee confirms that it has received a copy of the Credit Agreement, together with copies of the most recent financial statements referred to in Section 3.05 (or delivered pursuant to Section 5.04) of the Credit Agreement, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance.
5. Each Assignee will independently and without reliance upon any Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement.
6. Each Assignee appoints and authorizes the Administrative Agent and Collateral Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to such Agent by the terms of the Credit Agreement, together with such powers as are reasonably incidental thereto.
7. Each Assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

SCHEDULE 1
to
Master Assignment and Acceptance

Assignors: [_____]

Assignees: [_____]

Effective Date: September [___], 2022

Lender	Loans