

IMPORTANT NOTE

THIS DOCUMENT IS SUBJECT TO CHANGE AND THE CONSENT RIGHTS OF THE REQUIRED CONSENTING FIRST LIEN LENDERS UNDER THE RESTRUCTURING SUPPORT AGREEMENT (REFERRED TO BELOW). NO LANGUAGE HEREIN SHALL BE CONSTRUED AS A WAIVER OF ANY RIGHTS, OR ACCEPTANCE BY, THE REQUIRED LENDERS UNDER THE LOAN AGREEMENT (AS DEFINED BELOW).

BRIGHT BIDCO B.V.

SYNDICATION PROCEDURES

1. This is a notification of the opportunity (the “**Opportunity**”) to participate as a lender in a secured term loan facility (the “**Facility**”) of Bright Bidco, B.V.(the “**Company**”) in an aggregate principal amount of up to \$275,000,000, on the terms set forth in that certain Senior Secured Super-Priority Term Loan Debtor-In-Possession Credit Agreement, dated as of August 31, 2022 (the “**Loan Agreement**”), by and among the Company, as borrower, the other Loan Parties party thereto, the lenders party thereto and Deutsche Bank AG New York Branch, as Administrative Agent (in such capacity, the “**Administrative Agent**”).
2. Commencing on August 26, 2022, each Eligible Holder (as defined below) that is a lender of record under the Prepetition Credit Agreement¹ as of 5:00 p.m., New York City time, on such date or has acquired beneficial ownership of loans under the Prepetition Credit Agreement prior to 10:00 a.m. New York City time on September 7, 2022 (a “**Prepetition Secured Lender**”), shall have the opportunity to purchase up to its pro rata portion (calculated as described below) of the Loans under the Loan Agreement, subject in all respects to the terms and conditions of these Syndication Procedures and the applicable subscription documents.
3. For purposes hereof, an “**Eligible Holder**” is defined as each entity that is (i) either (A) a “qualified institutional buyer,” as such term is defined in Rule 144A under the Securities Act of 1933, as amended (the “**Securities Act**”), or (B) an “institutional accredited investor” within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act or an entity in which all of the equity investors are such “institutional accredited investors,” (ii) a Prepetition Secured Lender as of 5:00 p.m., New York City time, on August 29, 2022 (the “**Record Date**”) or that has acquired loans under the Prepetition Credit Agreement prior to 10:00 a.m. New York city time on September 7, 2022, (iii) not the Company or a direct or indirect Subsidiary of the Company, (iv) an “Eligible Assignee” as defined in the Prepetition Credit Agreement and (v) party to the Restructuring Support Agreement² as of the Petition Date or prior to or contemporaneously as of the execution of a Subscription Form (as defined below). The Company and the Required Consenting First Lien Lenders (as defined in the Restructuring Support Agreement) shall mutually determine whether any entity is an Eligible Holder for purposes of participation in the Opportunity. Natural

¹ “**Prepetition Credit Agreement**” means the First Lien Credit Agreement, dated as of June 30, 2017 (as amended, restated, amended and restated, modified, supplemented, or replaced from time to time), among Aurora Borealis B.V., as holdings, Bright Bidco B.V., as borrower, the lenders party thereto from time to time, and Deutsche Bank AG New York Branch, as administrative agent and collateral agent.

² “**Restructuring Support Agreement**” means that certain Restructuring Support Agreement, dated as of August 26, 2022 among the Company, the other Loan Parties party thereto and the Prepetition Secured Lenders from time to time party thereto.

persons are not eligible to participate in the Opportunity, and shall not constitute Eligible Holders.

4. Eligible Holders who are Prepetition Secured Lenders will have the opportunity to purchase up to their pro rata portion (calculated as described below) of a portion of the Facility equal to an aggregate principal amount of \$192,500,000 (the “**Prepetition Secured Lender Allocation**”) based on the outstanding principal amount of term loans under the Prepetition Credit Agreement (such term loans, the “**Term Loans**”) and/or revolving loans under the Prepetition Credit Agreement (such revolving loans, the “**Revolving Loans**”), but not, for the avoidance of doubt, any undrawn revolving commitments under the Prepetition Credit Agreement owned or letters of credit issued by such Eligible Holder as of the Record Date. Each such Eligible Holder’s pro rata portion of the Facility will be calculated as follows:

The product of:

(I) The sum of:

(a) the product of:

- i) a fraction (x) the numerator of which shall be the aggregate principal amount of Revolving Loans held by such Prepetition Secured Lender and (y) the denominator of which shall be \$87,500,000³ (the “**Aggregate Revolving Principal**”), multiplied by
- ii) [0.0517068756535378],⁴ plus

(b) the product of:

- i) a fraction (x) the numerator of which shall be the aggregate principal amount of Term Loans held by such Prepetition Secured Lender and (y) the denominator of which shall be \$1,607,750,000⁵ (the “**Aggregate Term Loan Principal**”), multiplied by
- ii) [0.9482931243464622],⁶ multiplied by

³ This figure represents the aggregate principal amount of Revolving Loans held by all Prepetition Secured Lenders as of August 29, 2022.

⁴ This figure represents the quotient of (x) the Aggregate Revolving Principal, plus accrued and unpaid interest at the non-default rate thereon through August 29, 2022 divided by (y) the Aggregate Revolving Principal, plus accrued and unpaid interest at the non-default rate thereon through August 29, 2022, plus the Aggregate Term Loan Principal, plus accrued and unpaid interest at the non-default rate thereon through August 29, 2022 (the “**Total Obligations**”).

⁵ This figure represents the aggregate principal amount of Term Loans held by all Prepetition Secured Lenders as of August 29, 2022.

⁶ This figure represents the quotient of (x) the Aggregate Term Principal, plus accrued and unpaid interest at the non-default rate thereon through August 29, 2022 divided by (y) Total Obligations.

(II) \$192,500,000.

5. The Debtors will commence the syndication process by posting the relevant subscription documents and these Syndication Procedures on the website maintained by Epiq for the Chapter 11 Cases at <https://dm.epiq11.com/case/lumileds/info> (through the link for “Syndication Materials”; such website, the “*Restructuring Website*”). **If you are an Eligible Holder interested in participating in the Facility, you must obtain copies of the relevant subscription documents, if you do not have them already.** The subscription documents include a subscription form (together with instructions), a signature page to a Master Assignment and Assumption Agreement to the Loan Agreement, the other documents described under paragraph 8 below and such other documents as the Administrative Agent may reasonably require. Copies of the relevant subscription documents may be obtained through the Restructuring Website.
6. The syndication process will expire at **11:59 p.m., New York City Time, on September 7, 2022**, unless extended or earlier terminated (the “*Expiration Time*”) in accordance with the applicable subscription documents, and which extension will be made by public announcement by the Debtors in a press release or by posting a notice on the Bankruptcy Court docket for the Chapter 11 Cases and the Restructuring Website.
7. The principal amount of up to \$275,000,000 under the Facility consists of (i) \$175,000,000 of “*Initial Loans*” (defined collectively as “First DIP Loan Borrowing” and the “Second DIP Loan Borrowing” in the Loan Agreement) and (ii) \$100,000,000 of Delayed Draw Commitments (defined as the “Delayed Draw Term Loans” in the Loan Agreement). Pursuant to the Loan Agreement, on August 31, 2022, Deutsche Bank AG New York Branch funded \$134,841,953.71 of the Initial Loans. As such, the Opportunity described herein consists of an opportunity to participate on a ratable basis in the Initial Loans that will be funded in connection with the Second DIP Loan Borrowing (if any) and the Delayed Draw Term Loans (if any).
8. To participate in the Opportunity, Eligible Holders must, on or prior to the Expiration Time:
 - (i) complete and execute the subscription documents provided on the Restructuring Website, including a Subscription Form, the Master Assignment and Assumption Agreement to the Loan Agreement, a joinder to the Restructuring Support Agreement, an Administrative Questionnaire, all know-your-customer information and other documents required by the Administrative Agent and the applicable tax forms, each of which may be obtained on the Restructuring Website, and such other documents as the Administrative Agent may reasonably require, and
 - (ii) deliver (or cause the delivery of) such subscription documents to the Administrative Agent.

In addition, Eligible Holders must cause the amount of the subscription funding (as provided in the relevant subscription documents) to be funded by such Eligible Holder to be sent by wire transfer of immediately available federal funds, to account specified in the Notice and Instruction Form (the “*Designated Account*”), on or prior to the date specified by the Administrative Agent.

9. **A commitment to participate in the Opportunity may not be withdrawn by any Eligible Holder, unless otherwise mutually agreed by the Company and the Required**

Consenting First Lien Lenders.

10. All notices and other communications required to be delivered pursuant to these Syndication Procedures shall be made in writing to skyler.wilson@db.com, freddy.sokoli@db.com and milton.rodriguez@db.com (with a copy to philip.saliba@db.com) and Projectbeam-Subscription@pjtpartners.com
11. Within five (5) Business Days after the Expiration Time (the “*Reallocation Date*”), the Loans under the Loan Agreement shall be reallocated (by assignment or otherwise) to the Lenders (as defined in the Loan Agreement) who are Backstop Parties (as defined in the Restructuring Support Agreement) with respect to any amounts of the Prepetition Secured Lender Allocation which are not elected to be purchased by an Eligible Holder pursuant to these Syndication Procedures based on such Lenders’ pro rata portion of backstop commitments allocated to such Lender.
12. On the Reallocation Date, the Administrative Agent will apply the funds in the Designated Account in accordance with the Subscription Documents.
13. If the Loan Agreement terminates or the syndication process is terminated for any reason, the subscription documents submitted by participating Eligible Holders will terminate and the Administrative Agent, upon written notice of such termination, will promptly return by wire funds the amounts previously transferred by such Eligible Holders to the Designated Account. For the avoidance of doubt, no interest shall accrue with respect to any amounts funded into the Designated Account on account of this Opportunity unless and until the application of funds by the Administrative Agent in accordance with these Subscription Procedures on the Reallocation Date.
14. **Notwithstanding anything to the contrary herein, the Required Consenting First Lien Lenders and the Company may amend or modify the terms of the Opportunity, including the Subscription Documents and the Loan Agreement, at any time, by filing a notice of such amendment or modification on the Restructuring Website related to their Chapter 11 Cases; provided that nothing in these Syndication Procedures (including, without limitation, in this paragraph 14) shall be construed to supersede the amendment and modification requirements set forth in the Loan Agreement.**
15. Notwithstanding anything to the contrary herein, participation in the Opportunity is subject to such Eligible Holder (or its designee, as applicable) providing all know-your-customer information and other documents required by the Administrative Agent and the Administrative Agent’s satisfactory review of such information and documents (as determined in the sole discretion of the Administrative Agent).
16. None of the Administrative Agent, Epiq, PJT Partners or their respective Affiliates or any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by it or such person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such person’s own gross negligence or willful misconduct) or (b) responsible in any manner to any of the Prepetition Secured Lenders for any recitals, statements, representations or warranties made by any Loan Party

or any officer thereof contained in any Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by Administrative Agent under or in connection with, any Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of any Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder.