

**SENIOR SECURED SUPER-PRIORITY TERM LOAN DEBTOR-IN-POSSESSION CREDIT
AGREEMENT**

Dated as of August 31, 2022

among

AURORA BOREALIS B.V.,
as Holdings, a Debtor and a Debtor-in-Possession under Chapter 11 of the Bankruptcy Code,

BRIGHT BIDCO B.V.,
as Borrower, a Debtor and a Debtor-in-Possession under Chapter 11 of the Bankruptcy Code,

THE LENDERS PARTY HERETO

and

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent,

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SENIOR SECURED SUPER-PRIORITY TERM LOAN DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of August 31, 2022 (this “Agreement”), among AURORA BOREALIS B.V., a private limited liability company incorporated under the laws of the Netherlands with corporate seat in Amsterdam and registered with the Dutch Commercial Register under 68512058, 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 and registered with the Dutch Commercial Register under 67376118, a debtor and a debtor-in-possession (“Bidco” or the “Borrower”), the several lenders party hereto from time to time (each a “Lender” and collectively the “Lenders”), and Deutsche Bank AG New York Branch, as Administrative Agent (in such capacity, the “Administrative Agent”) for the Lenders and Collateral Agent for the Secured Parties.

WHEREAS, on August 29, 2022 (the “Petition Date”), the Borrower and certain Guarantors (together with certain of their Subsidiaries and Affiliates that are or become debtors under the Chapter 11 Cases, collectively, the “Debtors,” and each individually, a “Debtor”) commenced the chapter 11 cases, which have been administratively consolidated for procedural purposes only under Chapter 11 Case No. 22-11155 (collectively, the “Chapter 11 Cases” and each individually, a “Chapter 11 Case”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

WHEREAS, prior to the Petition Date, the Borrower entered into that certain Amended and Restated First Lien Credit Agreement dated June 30, 2017, among the Borrower, the guarantors party thereto from time to time, Deutsche Bank AG New York Branch, as Administrative Agent (the “Pre-Petition Administrative Agent”), the lenders party thereto from time to time (the “Pre-Petition Lenders”) (as amended, restated, supplemented or otherwise modified from time to time through the Petition Date, the “Pre-Petition First Lien Credit Agreement”).

WHEREAS, on the Petition Date, the Pre-Petition Lenders under the Pre-Petition First Lien Credit Agreement were owed approximately \$1,695,250,000 in outstanding principal balance of Loans (as defined in the Pre-Petition First Lien Credit Loan Agreement) (the “Existing Loans”) plus interest, fees, costs and expenses and all other Pre-Petition Obligations under the Pre-Petition First Lien Credit Agreement.

WHEREAS, the Obligations under and as defined in the Pre-Petition First Lien Credit Agreement are secured by a security interest in substantially all of the existing and after-acquired assets of the Borrower and the Guarantors as more fully set forth in the Pre-Petition Loan Documents, and such security interest is perfected, and, as described in the Pre-Petition Loan Documents, subject to certain limited exceptions set forth therein, has priority over other security interests.

WHEREAS, the Borrower has requested, and, upon the terms set forth in this Agreement, the Lenders have agreed to make available to the Borrower, a senior secured term loan credit facility of up to \$275,000,000 (the “DIP Facility”), to fund the general corporate purposes and working capital requirements of the Borrower during the pendency of the Chapter 11 Cases pursuant to and in accordance with the DIP Order and the Approved DIP Budget.

WHEREAS, subject to the terms hereof and the DIP Order, the Borrower and the Guarantors have agreed to secure the Obligations under the Loan Documents by granting to the Administrative Agent and/or Collateral Agent, for the benefit of the Administrative Agent and/or Collateral Agent and the other Secured Parties, a security interest in and lien upon all or substantially all of their existing and after-acquired personal property.

WHEREAS, the Borrower and the Guarantors' business is a mutual and collective enterprise and the Borrower and the Guarantors believe that the loans and other financial accommodations to the Borrower under this Agreement will enhance the aggregate borrowing powers of the Borrower and facilitate the administration of the Chapter 11 Cases and their loan relationship with the Administrative Agent and the Lenders, all to the mutual advantage of the Borrower and the Guarantors.

WHEREAS, the Borrower and each Guarantor acknowledges that it will receive substantial direct and indirect benefits by reason of the making of loans and other financial accommodations to the Borrower as provided in this Agreement.

WHEREAS, the Administrative Agent's and the Lenders' willingness to extend financial accommodations to the Borrower, and to administer the Borrower's and the Guarantors' collateral security therefor, on a combined basis as more fully set forth in this Agreement and the other Loan Documents, is done solely as an accommodation to the Borrower and the Guarantors and at the Borrower's and the Guarantors' request and in furtherance of the Borrower's and the Guarantors' mutual and collective enterprise.

WHEREAS, all capitalized terms used in this Agreement, including in these recitals, shall have the meanings ascribed to them in Section 1.01 below, and, for the purposes of this Agreement and the other Loan Documents, the rules of construction set forth in Section 1.02 shall govern. All Schedules, Exhibits, Annexes, and other attachments hereto, or expressly identified in this Agreement, are incorporated by reference, and, taken together with this Agreement, shall constitute a single agreement. These recitals shall be construed as part of this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

Definitions

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings specified below:

“ABR” shall mean, for any day, a fluctuating rate per annum equal to the highest of (a) the Federal Funds Effective Rate in effect for such day plus 0.50%, (b) the Prime Rate in effect on such day and (c) the Term SOFR for a one-month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%; (provided that clause (c) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable). Notwithstanding the foregoing, in no event shall ABR be less than the Floor. Any change in such rate due to a change in the Prime Rate, the Federal Funds Effective Rate or Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or Term SOFR, as the case may be.

“ABR Borrowing” shall mean a Borrowing comprised of ABR Loans.

“ABR Loan” shall mean any Loan bearing interest at a rate determined by reference to the ABR in accordance with the provisions of Article II.

“Acceptable Chapter 11 Plan” shall have the meaning ascribed to such term in Section 5.14(c).

“Acquisition Agreement” shall mean the Sale and Purchase Agreement, dated as of December 11, 2016, by and among Bidco, Seller and Lumileds, and any other agreements or instruments contemplated thereby, in each case, as may be amended, restated, supplemented or otherwise modified from time to time.

“Actual Cash Receipts” shall mean, with respect to any period, as the context requires, the amount of total cash receipts during such period of the Debtors on a nonconsolidated basis (excluding any borrowings under this Agreement and any receipts from other Debtors) that correspond to the line item under the heading “Total Receipts” in the Approved DIP Budget. For the avoidance of doubt, “Actual Cash Receipts” shall exclude any discounts, holdbacks or other reductions.

“Actual Disbursement Amounts” shall mean, with respect to any period, as the context requires, the amount of actual disbursements made by the Debtors on a nonconsolidated basis (other than disbursements to and from other Debtors) during such period that correspond to the sum of the line items for “Total Operating Disbursements”, “Total Non-Operating Disbursements”, “Net Non-Debtor Funding” and “Total Chapter 11 Disbursements” in the Approved DIP Budget. For the avoidance of doubt, (i) such amount will include any payments or other distributions made by the Debtors to Subsidiaries of the Borrower that are not Debtors, but (ii) such amount will exclude Actual Professional Fees.

“Actual Liquidity” shall mean, as of any date of determination, as the context requires, for the Debtors on a nonconsolidated basis, the actual amounts as of such date that correspond to the line item under the heading “Ending Cash Balance” for such date in the Approved DIP Budget.

“Actual Professional Fees” shall mean, with respect to any period, the amount of actual disbursements made by the Debtors during such period that correspond to the line item “Professional Fees” in the Approved DIP Budget.

“Administrative Agent” shall have the meaning assigned to such term in the introductory paragraph of this Agreement, together with its successors and assigns.

“Administrative Agent Fees” shall have the meaning assigned to such term in Section 2.12(c).

“Administrative Questionnaire” shall mean an Administrative Questionnaire in the form of Exhibit B or such other form supplied by the Administrative Agent.

“Affected Financial Institution” shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” shall mean, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified.

“Agent Counsel” shall mean Davis Polk & Wardwell LLP, as counsel to the Administrative Agent and the Collateral Agent., in connection with the enforcement or protection of their respective rights in connection with this Agreement and the other Loan Documents or in connection with the Loans made hereunder, and one counsel in each relevant jurisdiction, in each case retained by the Administrative Agent and/or the Collateral Agent.

“Agents” shall mean the Administrative Agent and the Collateral Agent.

“Agreed Guaranty and Security Principles” shall mean the principles set forth on Schedule 1.10, subject to the DIP Order.

“Agreement” shall have the meaning assigned to such term in the introductory paragraph of this Agreement, as may be amended, restated, supplemented or otherwise modified from time to time.

“Anti-Corruption Laws” shall have the meaning assigned to such term in Section 3.26.

“Applicable Margin” shall mean for any day, 8.00% per annum in the case of any SOFR Loan and 7.00% per annum in the case of any ABR Loan.

“Approved Budget Variance Report” shall mean a report provided by the Borrower to the Administrative Agent and the Lenders on or prior to 5:00 p.m. (Eastern Time) on the Wednesday following the end of each Variance Testing Period (a) showing, in each case, on a line item by line item and cumulative basis, the Actual Cash Receipts, the Actual Disbursement Amounts, Actual Liquidity, and Actual Professional Fees for the prior week, and the Variance Testing Period then most recently ended, noting therein (i) all variances, on a line item by line item basis and a cumulative basis, from the Budgeted Cash Receipts, the Budgeted Disbursement Amounts and the Budgeted Liquidity for such period as set forth in the Approved DIP Budget as in effect for such period, (ii) containing an indication as to whether each variance is temporary or permanent and an analysis and explanations for all material variances, (iii) in the case of the Actual Disbursement Amounts, certifying compliance or non-compliance with such maximum variances set forth therein, and (iv) including explanations for all material variances and violations, if any, of such covenant and if any such violation exists, setting forth the actions which the Borrower has taken or intends to take with respect thereto, and (b) which such reports shall be certified by a Responsible Officer of the Borrower and shall be in a form, and shall contain supporting information satisfactory to the Required Lenders in their sole discretion.

“Approved Fund” shall have the meaning assigned to such term in Section 9.04(b)(ii).

“Approved DIP Budget” shall mean the then most current budget prepared by the Borrower and approved by the Required Lenders in accordance with Section 5.13.

“Asset Sale” shall mean any loss, damage, destruction or condemnation of, or any Disposition (including any sale and leaseback of assets) to any person of, any asset or assets of the Borrower or any Subsidiary.

“Assignee” shall have the meaning assigned to such term in Section 9.04(b)(i).

“Assignment and Acceptance” shall mean an assignment and acceptance entered into by a Lender and an Assignee, and accepted by the Administrative Agent and the Borrower (if required by Section 9.04), in the form of Exhibit A or such other form (including electronic documentation generated by use of an electronic platform) as shall be approved by the Administrative Agent and reasonably satisfactory to the Borrower.

“Automatic Stay” shall mean the automatic stay imposed with respect to creditors of the Debtors pursuant to Section 362 of the Bankruptcy Code.

“Available Tenor” shall mean, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 2.14(c)(iv).

“Backstop Fee” shall have the meaning assigned to such term in Section 2.12(a).

“Backstop Parties” has the meaning set forth in the RSA.

“Bail-In Action” shall mean (a) the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Bail-In Legislation” shall mean, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Balance Sheet” shall mean a balance sheet or statement of financial position, as applicable.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure, as the same may be amended from time to time, in effect and applicable to the Chapter 11 Cases.

“Benchmark” shall mean, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then “Benchmark” shall mean the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.14(c)(i).

“Benchmark Loan” shall mean a Loan (or any portion thereof) bearing interest at a rate based on Benchmark.

“Benchmark Replacement” means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (b) the related Benchmark Replacement Adjustment; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such

Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” shall mean, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent (acting at the direction of Required Lenders) giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

“Benchmark Replacement Date” shall mean the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” shall mean the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for

such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Start Date” shall mean, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than ninety (90) days after such statement or publication, the date of such statement or publication).

“Benchmark Unavailability Period” shall mean the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14(c)(i) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14(c)(i).

“Board” shall mean the Board of Governors of the Federal Reserve System of the United States of America.

“Board of Directors” shall mean, as to any person, the board of directors or other governing body of such person, or if such person is owned or managed by a single entity, the board of directors or other governing body of such entity.

“Borrower” shall have the meaning assigned to such term in the recitals hereto.

“Borrower Materials” shall have the meaning assigned to such term in Section 9.17(a).

“Borrowing” shall mean a group of Loans of a single Type under a single Facility, and made on a single date and, in the case of SOFR Loans, as to which a single Interest Period is in effect.

“Borrowing Minimum” shall mean (a) in the case of SOFR Loans, \$1,000,000 and (b) in the case of ABR Loans, \$1,000,000.

“Borrowing Multiple” shall mean (a) in the case of SOFR Loans, \$500,000 and (b) in the case of ABR Loans, \$250,000.

“Borrowing Request” shall mean a request by the Borrower in accordance with the terms of Section 2.03 and substantially in the form of Exhibit C-1 or another form approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent).

“Budget” shall have the meaning assigned to such term in Section 5.04(e).

“Budgeted Cash Receipts” shall mean, with respect to any period, as the context requires, with respect to the Debtors on a nonconsolidated basis (excluding any borrowings under this Agreement and any receipts from other Debtors) (x) the amount that corresponds to the applicable line item under the heading “Total Receipts” in the Approved DIP Budget, as determined by reference to the Approved DIP Budget as then in effect.

“Budgeted Disbursement Amounts” shall mean, with respect to any period, as the context requires, the amount that corresponds to the sum of the line items for “Total Operating Disbursements”, “Total Non-Operating Disbursements”, “Net Non-Debtor Funding” and “Total Chapter 11 Disbursements” in the Approved DIP Budget. For the avoidance of doubt, (i) such line item will include any payments or other distributions made by the Debtors to Subsidiaries of the Borrower that are not Debtors, but (ii) such line item will exclude Actual Professional Fees.

“Budgeted Liquidity” shall mean, as of any date of determination, as the context requires, for the Debtors on a nonconsolidated basis, the amounts set forth as of such date that correspond to the line item “Ending Cash Balance” in the Approved DIP Budget for the relevant period, as determined by reference to the Approved DIP Budget as then in effect.

“Business Day” shall mean any day that is not a Saturday, Sunday or other day on which commercial banks in New York City or the Netherlands are authorized or required by law to remain closed.

“Capitalized Lease Obligations” shall mean, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with IFRS.

“Capitalized Software Expenditures” shall mean, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by a person during such period in respect of licensed or purchased software or internally developed software and software enhancements that, in accordance with IFRS, are or are required to be reflected as capitalized costs on the consolidated balance sheet of such person and its subsidiaries.

“Carve-Out” has the meaning assigned to such term in the DIP Order.

“Carve-Out Trigger Notice” has the meaning assigned to such term in the DIP Order.

“Cash Management Agreement” shall mean any agreement to provide to Holdings, the Borrower or any Subsidiary cash management services for collections, treasury management services (including controlled disbursement, overdraft, automated clearing house fund transfer services, return items and interstate depository network services), any demand deposit, payroll, trust or operating account relationships, commercial credit cards, merchant card, purchase or debit cards, non-card e-payables services, supplier financing, and other cash management services, including electronic funds transfer services, lockbox services, stop payment services and wire transfer services.

“Cash Management Order” shall mean the order of the Bankruptcy Court entered in the Chapter 11 Cases after the “first day” or “second day” hearing, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to the Administrative Agent and the Required Lenders (it being understood that the Cash Management Order delivered prior to the Closing Date is deemed satisfactory), which among other matters authorizes the Debtors to maintain their existing cash management and treasury arrangements (to the extent in compliance with the Pre-Petition First Lien Credit Agreement, and subject to this Agreement) or such other arrangements as shall be acceptable to the Administrative Agent and the Required Lenders in all material respects.

A “Change in Control” shall be deemed to occur if:

(a) (x) the Permitted Holders in the aggregate shall at any time cease to have, directly or indirectly, the power to vote or direct the voting of at least 35% of the Voting Stock of the Borrower or (y) any person, entity or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act, but excluding any employee benefit plan of such person, entity or “group” and its subsidiaries and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than the Permitted Holders, shall at any time have acquired direct or indirect beneficial ownership (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act) of a percentage of the voting power of the outstanding Voting Stock of the Borrower that is greater than the percentage of such voting power of such Voting Stock in the aggregate, directly or indirectly, beneficially owned by the Permitted Holders; or

(b) a “Change of Control” (as defined any indenture or credit agreement in respect of any Junior Financing constituting Material Indebtedness) shall have occurred;

(c) Holdings shall fail to directly own, legally and beneficially, 100% of the issued and outstanding Equity Interests of the Borrower; or

(d) the Borrower shall fail to directly own, legally and beneficially, 100% of the Equity Interests in the Company; provided that, in no event shall the commencement of the Chapter 11 Cases constitute a “Change of Control” or a Change of Control hereunder constitute a “change of control” or similar event under any other agreement, document or arrangement to which any of the Loan Parties is a party.

“Change in Law” shall mean (a) the adoption of any law, rule or regulation after the Closing Date, (b) any change in law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any Lender (or, for purposes of Section 2.15(b), by any Lending Office of such Lender or by such Lender’s holding company, if any) with any written request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date; provided, however, that notwithstanding anything herein to the contrary, (x) all requests, rules, guidelines or directives under or issued in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act, all interpretations and applications thereof and any compliance by a Lender with any request or directive relating thereto and (y) all requests, rules, guidelines or directives promulgated under or in connection with, all interpretations and applications of, or any compliance by a Lender with any request or directive relating to International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case under clauses (x) and (y) be deemed to be a “Change in Law,” but only to the extent a Lender is imposing applicable increased costs or costs in connection with capital adequacy requirements similar to those described in clauses (a) and (b) of Section 2.15 generally on other borrowers of loans under United States of America cash flow term loan credit facilities, which, as a credit matter, are similarly situated to the Borrower.

“Chapter 11 Cases” shall have the meaning set forth in the recitals.

“Chapter 11 Plan” shall mean a chapter 11 plan of liquidation or reorganization in the Chapter 11 Cases.

“Charges” shall have the meaning assigned to such term in Section 9.09.

“Closing Date” shall mean August 31, 2022.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Co-Investors” shall mean (a) the Fund and Fund Affiliates (excluding any of their portfolio companies), (b) the Seller and its Affiliates and (c) the Management Group.

“Collateral” shall mean all the “Collateral” or “DIP Collateral” as defined in any Security Document (including, for the avoidance of doubt, the DIP Order) and shall also include the Mortgaged Properties and all other property that is subject to any Lien in favor of the Secured Parties and/or the Administrative Agent, the Collateral Agent or any Subagent for the benefit of the Secured Parties pursuant to any Security Document (including, for the avoidance of doubt, the DIP Order).

“Collateral Agent” shall mean the Administrative Agent acting as collateral agent for the Secured Parties, together with its successors and permitted assigns in such capacity.

“Collateral Agreements” shall mean the Dutch Collateral Documents, the U.S. Collateral Agreement, the DIP Order, the German Collateral Agreements, the Polish Collateral Agreements, the French Collateral Agreements, the Hong Kong Collateral Agreements, the Singapore Collateral Agreements, the Korean Collateral Agreements, and each other agreement or document whereby a Loan Party grants security over its assets in favor of the Collateral Agent (for the benefit of the Secured Parties), in each case, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Collateral and Guarantee Requirement” shall mean, subject to the DIP Order, the requirement that (in each case in accordance with and subject to the Agreed Guaranty and Security Principles (with respect to foreign Loan Parties), Sections 5.10(d) and (g) and Schedule 5.12):

(a) on the Closing Date, the Collateral Agent shall have received (i) from the Borrower and each Subsidiary Loan Party, a counterpart of the applicable Collateral Agreement, (ii) from each Subsidiary Loan Party, a counterpart of the Subsidiary Guarantee Agreement and (iii) from Holdings, a counterpart of the Holdings Guarantee and Pledge Agreements, in each case duly executed and delivered on behalf of such person;

(b) on the Closing Date, (i) (x) all outstanding Equity Interests of the Borrower and all other outstanding Equity Interests, in each case, directly owned by the Loan Parties, other than Excluded Securities, and (y) all intercompany Indebtedness owing to Holdings, the Borrower or any Subsidiary Loan Party, other than Excluded Securities, shall have been pledged pursuant to the applicable Collateral Agreement or, in the case of Equity Interests of the Borrower and intercompany receivables held by Holdings, the Holdings Pledge Agreement, as applicable, and (ii) (x) the Collateral Agent shall have received certificates or other instruments (if any) representing such Equity Interests (other than certificates or instruments issued by subsidiaries of the Company that are not received from the Company on or prior to the Closing Date after using commercially reasonable efforts) and any notes or other instruments, in each case to the extent required to be delivered pursuant to the applicable Security Documents, together with stock powers, note powers or other instruments of transfer (if applicable) with respect thereto endorsed in blank

and (y) each Loan Party and any direct or indirect holding company of Holdings which has made available indebtedness directly to Holdings or any Subsidiary of Holdings shall have executed and delivered to the Administrative Agent the Subordination Agreement;

(c) in the case of any person that becomes a Subsidiary Loan Party after the Closing Date, the Collateral Agent shall have received (i) a supplement to the Collateral Agreements with respect to such Subsidiary Loan Party's jurisdiction of formation (or, at the option of the Subsidiary Loan Party, new Collateral Agreements in substantially similar form or such other form reasonably satisfactory to the Collateral Agent), (ii) a supplement to the Subsidiary Guarantee Agreement (or, at the option of the Subsidiary Loan Party, a new Subsidiary Guarantee Agreement in substantially similar form or such other form reasonably satisfactory to the Collateral Agent), (iii) supplements to the other Security Documents (or, at the option of the Subsidiary Loan Party, new Security Documents in substantially similar form or such other form reasonably satisfactory to the Collateral Agent), if applicable, in the form specified therefor or otherwise reasonably acceptable to the Collateral Agent and (iv) an accession to the Subordination Agreement;

(d) after the Closing Date, (x) all outstanding Equity Interests of any person that becomes a Subsidiary Loan Party after the Closing Date that are directly owned by the Borrower or any other Subsidiary Loan Party and (y) subject to Section 5.10(g), all Equity Interests directly acquired by the Borrower or a Subsidiary Loan Party (and any Equity Interests of the Borrower directly acquired by Holdings) after the Closing Date, other than Excluded Securities, shall have been pledged pursuant to an applicable Collateral Agreement (or the Holdings Guarantee and Pledge Agreements, as applicable), together with stock powers or other instruments of transfer (if applicable) with respect thereto endorsed in blank;

(e) except as otherwise contemplated by this Agreement or any Security Document, all documents and instruments, including Uniform Commercial Code financing statements, and filings with the United States Copyright Office and the United States Patent and Trademark Office covering United States issued patents and registered trademarks and copyrights (and pending applications for the foregoing) and all other actions reasonably requested by the Collateral Agent (including those required by applicable Requirements of Law) or otherwise required pursuant to a Security Document to be delivered, filed, registered or recorded to create the Liens intended to be created by the Security Documents (in each case, including any supplements thereto) and perfect such Liens to the extent required by, and with the priority required by, the Security Documents, shall have been delivered, filed, registered or recorded or delivered to the Collateral Agent for filing, registration or the recording concurrently with, or promptly following, the execution and delivery of each such Security Document;

(f) if requested by the Administrative Agent (at the direction of the Required Lenders), within (x) 30 days after the Closing Date with respect to each Mortgaged Property set forth on Schedule 1.01(E) (or on such later date as the Collateral Agent may agree in its reasonable discretion) and (y) the time periods set forth in Section 5.10 with respect to each Mortgaged Property to be encumbered pursuant to said Section 5.10, the Collateral Agent shall have received (i) counterparts of a Mortgage to be entered into with respect to such Mortgaged Property duly executed and delivered by the record owner of such Mortgaged Property and suitable for recording or filing in all filing or recording offices that the Collateral Agent may reasonably deem necessary or desirable in order to create a valid and enforceable Lien subject to no other Liens except Permitted Liens, at the time of recordation thereof; provided, that, in the case of Real Property located in Germany, a Mortgage in the amount of the market value of such Real Property at the time the Mortgage is entered into shall be created with the amount by which the Mortgage can be declared immediately enforceable to be reasonably acceptable to the Collateral Agent (with such

amount not to exceed 20% of the market value of such Real Property at the time the Mortgage is entered into), (ii) with respect to the Mortgage encumbering each such Mortgaged Property (other than in the case of Real Property located in Germany or Poland), (A) the Flood Documentation, (B) a policy or policies or marked up unconditional binder of title insurance with respect to Mortgaged Properties located in the United States of America, or a date-down and modification endorsement, if available, paid for by the Borrower (but in no event in an amount of insurance exceeding the fair market value of such property as reasonably determined by the Borrower), issued by a nationally recognized title insurance company insuring the Lien of each Mortgage as a valid Lien on the Mortgaged Property described therein, free of any other Liens except Permitted Liens, together with such customary endorsements, coinsurance and reinsurance as the Collateral Agent may reasonably request and which are available at commercially reasonable rates in the jurisdiction where the applicable Mortgaged Property is located, (C) a survey of such Mortgaged Property (including all improvements, easements and other customary matters thereon reasonably required by the Collateral Agent), as applicable, for which all necessary fees (where applicable) have been paid with respect to Mortgaged Properties located in the United States of America, which is (x) complying in all material respects with the minimum standard detail requirements of the American Land Title Association and National Society of Professional Surveyors as such requirements are in effect on the date of preparation of such survey and (y) sufficient for such title insurance company to remove all standard survey exceptions from the title insurance policy relating to such Mortgaged Property and issue the customary survey related endorsements or otherwise reasonably acceptable to the Collateral Agent and (D) an opinion of counsel regarding the enforceability, due authorization, execution and delivery of the applicable Mortgage and such other matters customarily covered in real estate counsel opinions as the Collateral Agent may reasonably request, in form and substance reasonably acceptable to the Collateral Agent, (iii) with respect to the Mortgage encumbering each such Mortgaged Property located outside of the United States of America, such documents as are customarily delivered to the secured party in connection with a Mortgage granted in the applicable jurisdiction and (iv) such other documents as the Collateral Agent may reasonably request that are available to the Borrower without material expense with respect to any such Mortgage or Mortgaged Property;

(g) the Collateral Agent shall have received evidence of the insurance required by the terms of Section 5.02 hereof;

(h) to the extent legally possible and subject to any thin capitalization or Tax issues, any legal or corporate benefit restrictions and the Agreed Guaranty and Security Principles, (A) on the date which is 90 days (or such later date as may be agreed by the Collateral Agent) of the Closing Date and (B) thereafter when tested by reference to the date on which the annual financial statements are required to be delivered pursuant to Section 5.04(a), aggregate (without double counting) earnings before interest, Tax, depreciation and amortization (calculated as of the last day of the Test Period most recently ended as of such date, on the same basis as EBITDA but taking each entity on an unconsolidated basis and excluding (1) all intercompany items, goodwill and investments (in each case to the extent applicable) and (2) each entity that generates negative earnings before interest, Tax, depreciation and amortization) (the “Entity EBITDA”) of the Loan Parties is equal to or exceeds 80% of the EBITDA (excluding goodwill) of the Borrower and the Subsidiaries (excluding, to the extent positive, the Entity EBITDA of (x) any Subsidiary incorporated in China (excluding, for this purpose, Hong Kong) and Malaysia and (y) any Subsidiary that is unable or not required to become a Guarantor in accordance with the Agreed Guaranty and Security Principles other than where such exclusion is solely as a result of such Subsidiary not being incorporated or organized in a Security Jurisdiction) (the “Guarantor Coverage Test”); provided that, if on any relevant test date specified in clause (B) above, the Guarantor Coverage Test is not satisfied, within 90 days (or such later date as may be agreed by

the Collateral Agent) of such test date, such other Subsidiaries shall accede as Guarantors to ensure that the Guarantor Coverage Test is satisfied (calculated as if such additional Guarantors had been Guarantors for the purposes of the relevant test) and provided that, if the Guarantor Coverage Test is satisfied within such time period, no Default, Event of Default or other breach of the Loan Documents shall arise in respect thereof; and

(i) after the Closing Date, the Collateral Agent shall have received (i) such other Security Documents as may be required to be delivered pursuant to Section 5.10 or the Collateral Agreements, and (ii) upon reasonable request by the Collateral Agent, evidence of compliance with any other requirements of Section 5.10.

“Commitments” shall mean, with respect to any Lender, such Lender’s DIP Commitment and DDTL Commitment.

“Committee” shall mean an official committee of unsecured creditors appointed in any of the Chapter 11 Cases by the U.S. Trustee.

“Commodity Exchange Act” shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Company” shall mean Lumileds Subholding B.V., a private limited liability company incorporated under the laws of the Netherlands with corporate seat in Amsterdam and registered with the Dutch Commercial Register under 17097090.

“Conduit Lender” shall mean any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender; provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Sections 2.15, 2.16, 2.17 or 9.05 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender unless the designation of such Conduit Lender is made with the prior written consent of the Borrower (not to be unreasonably withheld or delayed), which consent shall specify that it is being made pursuant to the proviso in the definition of “Conduit Lender” and provided that the designating Lender provides such information as the Borrower reasonably requests in order for the Borrower to determine whether to provide its consent or (b) be deemed to have any Commitment.

“Conforming Changes” shall mean, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “ABR,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 2.16 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market

practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Consolidated Net Income” shall mean, with respect to any person for any period, the aggregate of the Net Income of such person and its subsidiaries for such period, on a consolidated basis; provided, however, that, without duplication,

(i) any net after-Tax extraordinary, exceptional, nonrecurring or unusual gains or losses or income or expense or charge (less all fees and expenses relating thereto), any severance, relocation or other restructuring expenses (including any cost or expense related to employment of terminated employees), any expenses related to any New Project or any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses, fees, expenses or charges relating to closing costs, rebranding costs, curtailments or modifications to pension and post-retirement employee benefit plans, excess pension charges, acquisition integration costs, opening costs, recruiting costs, signing, retention or completion bonuses, and expenses or charges related to any offering of Equity Interests or debt securities of the Borrower, Holdings or any Parent Entity, any Investment, acquisition, Disposition, recapitalization or incurrence, issuance, repayment, repurchase, refinancing, amendment or modification of Indebtedness (in each case, whether or not successful), any fees, expenses, charges or change in control payments related to the Transactions (including any costs relating to auditing prior periods, any transition-related expenses, and Transaction Expenses incurred before, on or after the Closing Date), in each case, shall be excluded,

(ii) any net after-Tax income or loss from Disposed of, abandoned, closed or discontinued operations or fixed assets and any net after-Tax gain or loss on the Dispositions of Disposed of, abandoned, closed or discontinued operations or fixed assets shall be excluded,

(iii) any net after-Tax gain or loss (less all fees and expenses or charges relating thereto) attributable to business Dispositions or asset Dispositions other than in the ordinary course of business (as determined in good faith by the management of the Borrower) shall be excluded,

(iv) any net after-Tax income or loss (less all fees and expenses or charges relating thereto) attributable to the early extinguishment or buy-back of indebtedness, Hedging Agreements or other derivative instruments shall be excluded,

(v) (A) the Net Income for such period of any person that is not a subsidiary of such person, or that is accounted for by the equity method of accounting, shall be included only to the extent of the amount of dividends or distributions or other payments paid in cash (or to the extent converted into cash) to the referent person or a subsidiary thereof in respect of such period and (B) the Net Income for such period shall include any dividend, distribution or other payment in cash (or to the extent converted into cash) received by the referent person or a subsidiary thereof from any person in excess of, but without duplication of, the amounts included in subclause (A),

(vi) the cumulative effect of a change in accounting principles during such period shall be excluded,

(vii) effects of purchase accounting adjustments (including the effects of such adjustments pushed down to such person and its subsidiaries and including the effects of adjustments to (A) deferred rent, (B) Capitalized Lease Obligations or other obligations or deferrals attributable to capital spending funds with suppliers or (C) any deferrals of revenue) in component

amounts required or permitted by IFRS, resulting from the application of purchase accounting or the amortization or write-off of any amounts thereof, net of Taxes, shall be excluded,

(viii) any impairment charges or asset write-offs, in each case pursuant to IFRS, and the amortization of intangibles and other fair value adjustments arising pursuant to IFRS, shall be excluded,

(ix) any (a) non-cash compensation charge or (b) costs or expenses realized or resulting from stock option plans, employee benefit plans or post-employment benefit plans, or grants or sales of stock, stock appreciation or similar rights, stock options, restricted stock, preferred stock or other rights shall be excluded,

(x) accruals and reserves that are established or adjusted within twelve months after the Closing Date and that are so required to be established or adjusted in accordance with IFRS or as a result of adoption or modification of accounting policies shall be excluded,

(xi) non-cash gains, losses, income and expenses resulting from fair value accounting required by the applicable standard under IFRS and related interpretation shall be excluded,

(xii) any gain, loss, income, expense or charge resulting from the application of any LIFO method shall be excluded,

(xiii) any non-cash charges for deferred Tax asset valuation allowances shall be excluded,

(xiv) any currency translation gains and losses related to currency remeasurements of Indebtedness, any currency translation gains and losses related to the translation to the presentation currency and translation of a foreign operation and any net loss or gain resulting from Hedging Agreements, shall be excluded,

(xv) any deductions attributable to minority interests shall be excluded,

(xvi) [reserved],

(xvii) (A) to the extent covered by insurance and actually reimbursed, or, so long as such person has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is (x) not denied by the applicable carrier in writing within 180 days and (y) in fact reimbursed within 365 days following the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within such 365 days), expenses with respect to liability or casualty events or business interruption shall be excluded; and (B) amounts estimated in good faith to be received from insurance in respect of lost revenues or earnings in respect of liability or casualty events or business interruption shall be included (with a deduction for amounts actually received up to such estimated amount to the extent included in Net Income in a future period),

(xviii) without duplication, an amount equal to the amount of distributions actually made to any parent or equity holder of such person in respect of such period in accordance with Section 6.06(b)(v) shall be included as though such amounts had been paid as income Taxes directly by such person for such period, and

(xix) Capitalized Software Expenditures and software development costs shall be excluded.

“Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and “Controlling” and “Controlled” shall have meanings correlative thereto.

“Controlled Accounts” shall have the meaning assigned to such term in Section 5.15.

“Corresponding Obligations” shall have the meaning assigned to such term in Section 9.27(a).

“Credit Event” shall have the meaning assigned to such term in Article IV.

“Current Unrestricted Subsidiaries” shall have the meaning ascribed to such term in Section 5.10(e).

“DAC6” means the Council Directive of 25 May 2018 (2018/822/EU) amending Directive 2011/16/EU.

“DDTL Availability Period” shall mean the period beginning on the date the Final Order is entered and ending on the earliest to occur of (i) September 30, 2022, (ii) the Maturity Date with respect to the Delayed Draw Term Loans, and (iii) the DDTL Borrowing Date upon which the aggregate maximum amount of the DDTL Facility shall have been funded (after giving effect to the Borrowing on such DDTL Borrowing Date).

“DDTL Borrowing” shall mean a borrowing of Delayed Draw Term Loans.

“DDTL Borrowing Date” has the meaning assigned to such term in Section 2.01(b).

“DDTL Commitment” shall mean, with respect to each Lender, the commitment of such Lender to make Delayed Draw Term Loans hereunder. The aggregate amount of the DDTL Commitments as of the Closing Date is \$100,000,000.

“DDTL Facility” shall mean the extensions of credit in the form of DDTL Commitments and Delayed Draw Term Loans from time to time on and after the Closing Date and prior to the end of the DDTL Availability Period.

“Debtor” shall have the meaning assigned to such term in the introductory paragraph of this Agreement.

“Debtor Relief Laws” shall mean the U.S. Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, judicial management, scheme of arrangement, reorganization, or similar debtor relief laws of the United States of America or other applicable jurisdictions from time to time in effect.

“Declined Proceeds” shall have the meaning assigned to such term in Section 2.10(c)(i).

“Declining Lender” shall have the meaning assigned to such term in Section 2.10(c)(i).

“Deductible Amount” shall have the meaning assigned to such term in Section 9.27(f).

“Deemed Date” shall have the meaning assigned to such term in Section 6.01.

“Default” shall mean any event or condition that upon notice, lapse of time or both would constitute an Event of Default.

“Defaulting Lender” shall mean, subject to Section 2.21, any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has notified the Borrower or the Administrative Agent in writing that it does not intend or expect to comply with its funding obligations hereunder or generally under other agreements in which it commits to extend credit, or has made a public statement to that effect, (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower) or (d) has, or has a direct or indirect parent company that has, other than via an Undisclosed Administration, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (iii) become the subject of a Bail-In Action; provided, that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.21) upon delivery of written notice of such determination to the Borrower and each Lender.

“Delayed Draw Term Loans” shall have the meaning assigned to such term in Section 2.01(b).

“Deutsche Bank Fee Letter” shall mean that certain Deutsche Bank Fee Letter dated as of August 26, 2022, by and among the Borrower, the Administrative Agent, and the other parties thereto.

“DIP Collateral” has the meaning assigned to such term in the DIP Order.

“DIP Commitment” shall mean, with respect to each Lender, the commitment of such Lender to make DIP Loans hereunder. The aggregate amount of the DIP Commitments as of the Closing Date is \$175,000,000.

“DIP Loans” shall have the meaning assigned to such term in Section 2.01(a).

“DIP Loan Borrowing” shall have the meaning assigned to such term in Section 2.01(a).

“DIP Order” shall mean the Interim Order until the entry of the Final Order and upon entry of the Final Order, the Interim Order and the Final Order.

“Dispose” or “Disposed of” shall mean to convey, sell, lease, sell and leaseback, assign, farm-out, transfer or otherwise dispose of any property, business or asset. The term “Disposition” shall have a correlative meaning to the foregoing.

“Disqualified Stock” shall mean, with respect to any person, any Equity Interests of such person that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payment of dividends in cash or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Stock, in each case, prior to the date that is ninety-one (91) days after the Maturity Date in effect at the time of issuance thereof (provided, that only the portion of the Equity Interests that so mature or are mandatorily redeemable, are so convertible or exchangeable or are so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock). Notwithstanding the foregoing: (i) any Equity Interests issued to any employee or to any plan for the benefit of employees of the Borrower or the Subsidiaries or by any such plan to such employees shall not constitute Disqualified Stock solely because they may be required to be repurchased by the Borrower in order to satisfy applicable statutory or regulatory obligations or as a result of such employee’s termination, death or disability and (ii) any class of Equity Interests of such person that by its terms authorizes such person to satisfy its obligations thereunder by delivery of Equity Interests that are not Disqualified Stock shall not be deemed to be Disqualified Stock.

“Dollars” or “\$” shall mean lawful money of the United States of America.

“Dutch Civil Code” shall mean the *Burgerlijk Wetboek* as in force in the Netherlands from time to time.

“Dutch Collateral Documents” shall mean the agreements and documents set forth on Schedule 1.01(G) under the heading “Dutch Collateral Documents”, which agreements and documents shall be granted in accordance with the Agreed Guaranty and Security Principles, in each case as may be amended, restated, supplemented or otherwise modified from time to time.

“Dutch Restructuring Steps” shall mean the Dutch restructuring steps to achieve the debt for equity swap as further set out in Chapter V (*Summary of the Plan*) of the disclosure statement prepared in connection with the Chapter 11 Case.

“Dutch Treaty” shall mean a double taxation agreement between a jurisdiction and the Netherlands which exempts any interest payment to a resident of such jurisdiction from Tax imposed by the Netherlands.

“EBITDA” shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis for any period, the Consolidated Net Income of the Borrower and the Subsidiaries for such period plus (a) the sum of (in each case without duplication and to the extent the respective amounts described in subclauses (i) through (xiii) of this clause (a) reduced such Consolidated Net Income (and were not excluded therefrom) for the respective period for which EBITDA is being determined):

- (i) provision for Taxes or deferred Taxes based on income, profits or capital of the Borrower and the Subsidiaries for such period, including, without limitation, state, franchise and similar Taxes and foreign withholding Taxes (including penalties and interest related to Taxes or arising from Tax examinations) and the amount of distributions pursuant to Section 6.06(b)(iii) and Section 6.06(b)(v) in respect of such period,

(ii) Interest Expense (and to the extent not included in Interest Expense, (x) all cash dividend payments (excluding items eliminated in consolidation) on any series of preferred stock or Disqualified Stock and (y) costs of surety bonds in connection with financing activities) of the Borrower and the Subsidiaries for such period,

(iii) depreciation and amortization expenses of the Borrower and the Subsidiaries for such period including the amortization of intangible assets, deferred financing fees, original issue discount and Capitalized Software Expenditures, amortization of unrecognized prior service costs and actuarial gains and losses related to pensions and other post-employment benefits,

(iv) business optimization expenses and other restructuring charges or reserves (which, for the avoidance of doubt, shall include the effect of inventory optimization programs, facility, branch, office or business unit closures, facility, branch, office or business unit consolidations, retention, severance, systems establishment costs, contract termination costs, future lease commitments and excess pension charges) and Pre-Opening Expenses,

(v) any other non-cash charges; provided, that for purposes of this subclause (v) of this clause (a), any non-cash charges or losses shall be treated as cash charges or losses in any subsequent period during which cash disbursements attributable thereto are made (but excluding, for the avoidance of doubt, amortization of a prepaid cash item that was paid in a prior period),

(vi) the amount of management, consulting, monitoring, transaction, advisory and similar fees and related expenses paid to the Co-Investors (or any accruals related to such fees and related expenses) during such period not in contravention of this Agreement,

(vii) any expenses or charges (other than depreciation or amortization expense as described in the preceding subclause (iii)) related to any issuance of Equity Interests, Investment, acquisition, New Project, Disposition, recapitalization or the incurrence, modification or repayment of Indebtedness permitted to be incurred by this Agreement (including a refinancing thereof) (whether or not successful), including (x) any amendment or other modification of the Obligations or other Indebtedness and (y) commissions, discounts, yield and other fees and charges (including any interest expense) related to any Permitted Securitization Financing,

(viii) the amount of loss or discount in connection with a Permitted Securitization Financing, including amortization of loan origination costs and amortization of portfolio discounts,

(ix) any costs or expense incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of the Borrower or a Subsidiary Loan Party (other than contributions received from the Borrower or another Subsidiary Loan Party) or net cash proceeds of an issuance of Equity Interests of the Borrower (other than Disqualified Stock),

(x) [reserved],

(xi) the amount of any loss attributable to a New Project, until the date that is 12 months after the date of completing the construction, acquisition, assembling or creation of such New Project, as the case may be; provided, that (A) such losses are reasonably identifiable and factually supportable and certified by a Responsible Officer of the Borrower and (B) losses attributable to such New Project after 12 months from the date of completing such construction, acquisition, assembling or creation, as the case may be, shall not be included in this subclause (xi),

(xii) with respect to any joint venture that is not a Subsidiary and solely to the extent relating to any net income referred to in clause (v) of the definition of “Consolidated Net Income,” an amount equal to the proportion of those items described in subclauses (i) and (ii) above relating to such joint venture corresponding to the Borrower’s and the Subsidiaries’ proportionate share of such joint venture’s Consolidated Net Income (determined as if such joint venture were a Subsidiary), and

(xiii) one-time costs associated with commencing Public Company Compliance;

minus (b) the sum of (without duplication and to the extent the amounts described in this clause (b) increased such Consolidated Net Income for the respective period for which EBITDA is being determined) non-cash items increasing Consolidated Net Income of the Borrower and the Subsidiaries for such period (but excluding any such items (A) in respect of which cash was received in a prior period or will be received in a future period or (B) which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges that reduced EBITDA in any prior period).

“EEA Financial Institution” shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“EMU Legislation” shall mean the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

“Environment” shall mean ambient and indoor air, surface water and groundwater (including potable water, navigable water and wetlands), the land surface or subsurface strata, natural resources such as flora and fauna, or as otherwise defined in any Environmental Law.

“Environmental Laws” shall mean all applicable laws (including common law), rules, regulations, codes, ordinances, orders, binding agreements, decrees or judgments, promulgated or entered into by or with any Governmental Authority, relating in any way to the Environment, preservation or reclamation of natural resources, the generation, use, transport, management, Release or threatened Release of, or exposure to, any hazardous material or to public or employee health and safety matters (to the extent relating to the Environment or hazardous materials).

“Environmental Permits” shall have the meaning assigned to such term in Section 3.16.

“Equity Interests” of any person shall mean any and all shares, interests, rights to purchase or otherwise acquire, warrants, options, participations or other equivalents of or interests in (however designated) equity or ownership of such person, including any preferred stock, any limited or general partnership interest and any limited liability company membership interest, and any securities or other rights or interests convertible into or exchangeable for any of the foregoing.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time and any final regulations promulgated and the rulings issued thereunder.

“ERISA Affiliate” shall mean any trade or business (whether or not incorporated) that, together with Holdings, the Borrower or a Subsidiary, is treated as a single employer under Section 414(b) or (c) of the Code, or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“ERISA Event” shall mean (a) any Reportable Event or the requirements of Section 4043(b) of ERISA apply with respect to a Plan; (b) with respect to any Plan, the failure to satisfy the minimum funding standard under Section 412 of the Code or Section 302 of ERISA, whether or not waived; (c) a determination that any Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (d) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, the failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Plan or the failure to make any required contribution to a Multiemployer Plan; (e) the incurrence by Holdings, the Borrower, a Subsidiary or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan or Multiemployer Plan; (f) the receipt by Holdings, the Borrower, a Subsidiary or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (g) the incurrence by Holdings, the Borrower, a Subsidiary or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; (h) the receipt by Holdings, the Borrower, a Subsidiary or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from Holdings, the Borrower, a Subsidiary or any ERISA Affiliate of any notice, concerning the impending imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent, within the meaning of Title IV of ERISA, or in “endangered” or “critical” status, within the meaning of Section 432 of the Code or Section 305 of ERISA; (i) the conditions for imposition of a lien under Section 303(k) of ERISA shall have been met with respect to any Plan; or (j) the withdrawal of any of Holdings, the Borrower, a Subsidiary or any ERISA Affiliate from a Plan subject to Section 4063 of ERISA during a plan year in which such entity was a “substantial employer” as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA.

“Erroneous Payment” has the meaning specified in Section 8.15(a).

“Erroneous Payment Subrogation Rights” has the meaning specified in Section 8.15(d).

“EU Bail-In Legislation Schedule” shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Euro” shall mean the lawful currency of the Participating Member States introduced in accordance with the EMU Legislation.

“Event of Default” shall have the meaning assigned to such term in Section 7.01.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“Excluded Account” shall mean (a) any deposit account, securities account, commodities account or other account of any Loan Party (and all cash, permitted Investments and other securities or investments held therein) used exclusively for all or any of the following purposes: payroll, employee benefits, taxes, third party escrow, customs, trust and other fiduciary purposes; (b) accounts used solely for the purposes of compliance with legal requirements, to the extent such legal requirements prohibit the

granting of a Lien thereon; and (c) accounts the balance of which is swept at the end of each Business Day into a Controlled Account subject to a deposit account control agreement, so long as such daily sweep is not terminated or modified (other than to provide that the balance in such deposit account control agreement is swept into another Controlled Account subject to a deposit account control agreement) without the consent of the Administrative Agent.

“Excluded Contributions” shall mean the cash and the fair market value of assets other than cash (as determined by the Borrower in good faith) received by the Borrower after the Closing Date from: (a) contributions to its common Equity Interests, and (b) the sale or issuance (other than to a Subsidiary of the Borrower or to any Subsidiary management equity plan or stock option plan or any other management or employee benefit plan or agreement) of Qualified Equity Interests of the Borrower, in each case designated as Excluded Contributions pursuant to a certificate of a Responsible Officer of Holdings or the Borrower on or promptly after the date such capital contributions are made or the date such Equity Interest is sold or issued, as the case may be.

“Excluded Equity Issuance” shall mean

(a) in the event that Borrower or any of its Subsidiaries forms any Subsidiary in accordance with this Agreement, the issuance by such Subsidiary of Equity Interests to Borrower or such Subsidiary, as applicable, and

(b) the issuance of Equity Interests of Holdings to directors, officers and employees of Holdings (or any parent or indirect parent) and its Subsidiaries pursuant to employee stock option plans (or other employee incentive plans or other compensation arrangements).

“Excluded Foreign Collateral” shall have the meaning assigned to such term in the Agreed Guaranty and Security Principles, subject to the DIP Order.

“Excluded Indebtedness” shall mean all Indebtedness not incurred in violation of Section 6.01.

“Excluded Property” shall mean, collectively, the Excluded U.S. Property and the Excluded Foreign Collateral, subject to the DIP Order.

“Excluded Securities” shall mean, subject to the DIP Order, any of the following:

- (a) [reserved];
- (b) any Equity Interests or Indebtedness to the extent that a pledge of such Equity Interests or Indebtedness would not be required in accordance with the Agreed Guaranty and Security Principles;
- (c) [reserved];
- (d) any Equity Interests or Indebtedness to the extent the pledge thereof would be prohibited by any Requirement of Law;
- (e) any Equity Interests of any person that is not a Wholly Owned Subsidiary;
- (f) any Equity Interests of any Immaterial Subsidiary (excluding Lumileds Commercial France) or any Special Purpose Securitization Subsidiary;

- (g) any Equity Interests of, or other Equity Interests owned by, a Subsidiary that is not organized or incorporated in a Security Jurisdiction;
- (h) [reserved];
- (i) [reserved];
- (j) to the extent permitted pursuant to Article VIA, (x) any Equity Interests owned by Holdings, other than Equity Interests of the Borrower, and (y) any Indebtedness owned by or owing to Holdings, other than intercompany receivables; and
- (k) any Margin Stock

provided that, in no event shall this definition of “Excluded Securities” include (i) the Equity Interests in the Borrower, the Company or any other Loan Party or (ii) any intercompany receivables held by Holdings or the Borrower; provided, further, that the exclusions set forth in clauses (e), (f) (solely as to Immaterial Subsidiaries) and (g) shall be ineffective if the Bankruptcy Court does not enter a combined order confirming an Acceptable Chapter 11 Plan and approving the disclosure statement with respect to the Acceptable Chapter 11 Plan within 50 days after the Closing Date.

“Excluded Subsidiary” shall mean any of the following (except as otherwise provided in clause (b) of the definition of Subsidiary Loan Party), subject to the DIP Order:

- (a) each Immaterial Subsidiary;
- (b) each Subsidiary that is not a Wholly Owned Subsidiary (for so long as such Subsidiary remains a non-Wholly Owned Subsidiary); provided, that no Subsidiary that ceases to be a Wholly Owned Subsidiary shall become an Excluded Subsidiary unless the transaction pursuant to which such Subsidiary ceases a Wholly Owned Subsidiary arises from legitimate business transactions with third parties,
- (c) each Subsidiary that is prohibited from Guaranteeing or granting Liens to secure the Obligations by any Requirement of Law or that would require consent, approval, license or authorization of a Governmental Authority to Guarantee or grant Liens to secure the Obligations (unless such consent, approval, license or authorization has been received),
- (d) each non-Debtor Subsidiary that is prohibited by any applicable contractual requirement with an unaffiliated third party from Guaranteeing or granting Liens to secure the Obligations on the Closing Date or at the time such Subsidiary becomes a Subsidiary not in violation of Section 6.09(c) (and for so long as such restriction or any replacement or renewal thereof is in effect),
- (e) any Special Purpose Securitization Subsidiary,
- (f) any Subsidiary not organized or incorporated in a Security Jurisdiction,
- (g) any non-Debtor Subsidiary for which the providing of any Guarantee of the Obligations could reasonably be expected as determined in good faith by the Borrower to result in any violation or breach of, or conflict with, fiduciary duties of such Subsidiary’s or such Subsidiary’s Affiliates’ officers, directors, members or managers; provided, that Holdings and its Subsidiaries will use commercially reasonable efforts to remedy or mitigate any such restrictions, and

(h) any other non-Debtor Subsidiary with respect to which providing such a Guarantee would conflict with the mandatory fiduciary duties of such Subsidiary's or such Subsidiary's Affiliates' directors or contravene any legal prohibition or result in a material risk of personal or criminal liability on the part of any officer, director, member or manager of such Subsidiary; provided, that Holdings and its Subsidiaries will use all commercially reasonable efforts to remedy or mitigate any such restrictions, including without limitation, assisting in demonstrating that adequate corporate benefit accrues and undertaking any "whitewash" or similar procedures (if and to the extent reasonably available) in the case of financial assistance

provided, that the exclusions set forth in clauses (a), (b) and (f) shall be ineffective if the Bankruptcy Court does not enter a combined order confirming an Acceptable Chapter 11 Plan and approving the disclosure statement with respect to the Acceptable Chapter 11 Plan within 50 days after the Closing Date.

"Excluded Taxes" shall mean, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document, (i) Taxes imposed on or measured by its overall net income or branch profits (however denominated, and including (for the avoidance of doubt) any backup withholding in respect thereof under Section 3406 of the Code or any similar provision of state, local or foreign law), and franchise (and similar) Taxes imposed on it (in lieu of net income Taxes), in each case by a jurisdiction (including any political subdivision thereof) as a result of such recipient being organized in, having its principal office in, or in the case of any Lender, having its applicable Lending Office in, such jurisdiction, or as a result of any other present or former connection with such jurisdiction (other than any such connection arising solely from this Agreement or any other Loan Documents or any transactions contemplated thereunder), (ii) [reserved], (iii) any withholding Tax imposed on any payment by or on account of any obligation of any Loan Party hereunder or under any other Loan Document that is attributable to the Administrative Agent's, any Lender's or any other recipient's failure to comply with Section 2.17(d) or (e), (iv) any Tax imposed under FATCA, (v) Taxes assessed under the laws of the Netherlands to the extent such Tax becomes payable as a result of any Lender having a substantial interest ("*aanmerkelijk belang*") (as defined in the Netherlands Income Tax Act 2001 ("*Wet inkomstenbelasting 2001*")) in any Loan Party, (vi) any Tax related to the Dutch bank levy (*bankenbelasting*), (vii) Dutch withholding Tax imposed on any payment of interest by or on account of any obligation of any Loan Party hereunder or under any other Loan Document to the extent such payment could have been made without withholding if the recipient of such payment were a Qualifying Lender, but on the date on which such payment falls due the relevant recipient is not or has ceased to be a Qualifying Lender, other than due to a change in Tax law (or in the interpretation, administration or application of any law or a Dutch Treaty or any published practice or published concession of any relevant taxing authority) occurring after the relevant recipient became a party to this Agreement (viii) any Taxes withheld pursuant to an order by a taxing authority based on Section 50a, paragraph 7 German Income Tax Act (*Einkommensteuergesetz*) (or any law amending or replacing this section) due to the fact that the Loans are (directly or indirectly) secured by German Real Estate and (ix) any Taxes withheld solely because a payment is made to a Lender (a) incorporated, tax resident or acting through a facility office facility office, permanent establishment or office (as the case may be) located in any non-cooperative state or territory (*nicht kooperatives Steuerhoheitsgebiet*) as set out in the regulation (as amended from time to time) referred to in Section 3, paragraph 1 German Tax Haven Act (*Steueroasen-Abwehrgesetz*) or (b) acting for a beneficial owner tax resident in any non-cooperative state or territory (*nicht kooperatives Steuerhoheitsgebiet*) as set out in the regulation (as amended from time to time) referred to in Section 3, paragraph 1 German Tax Haven Act (*Steueroasen-Abwehrgesetz*).

"Excluded U.S. Property" shall have the meaning assigned to such term in Section 5.10(g), subject to the DIP Order.

“Exit Agent” has the meaning assigned to such term in the RSA.

“Exit Commitment Fee” shall have the meaning assigned to such term in Section 2.12(c).

“Exit Conversion” has the meaning set forth in Section 2.10(b).

“Exit Facility Credit Agreement” has the meaning set forth in Section 2.21(b).

“Exit Term Loan Facility” has the meaning set forth in Section 2.10(b).

“Facility” shall mean the respective facility and commitments utilized in making Loans and credit extensions hereunder, it being understood that, as of the Closing Date there are two Facilities (i.e., DIP Facility and the DDTL Facility in effect on the Closing Date and the extensions of credit thereunder) and thereafter, the term “Facility” may include any other Commitments and the extensions of credit thereunder.

“FATCA” shall mean Sections 1471 through 1474 of the Code, as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), or any Treasury Regulations promulgated thereunder or official administrative interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code.

“Federal Funds Effective Rate” shall mean, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average (rounded upward, if necessary, to a whole multiple of 1/100 of 1.00%) charged to Deutsche Bank AG New York Branch on such day for such transactions as determined by the Administrative Agent; provided that if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Fees” shall mean the Backstop Fee, the Participation Fee, the Exit Commitment Fee and the Administrative Agent Fees.

“Final Order” shall mean an order entered by the Bankruptcy Court approving the DIP Facility on a final basis under the Bankruptcy Code, which order shall be in form and substance satisfactory to the Administrative Agent and the Required Lenders in each of their sole and absolute discretion (as such order may be amended, modified or extended in a manner satisfactory to the Administrative Agent and the Required Lenders, which order has not been reversed or stayed or is otherwise subject to a timely filed motion for a stay, rehearing, reconsideration, appeal or any other review without the consent of the Administrative Agent and the Required Lenders.

“Financial Officer” of any person shall mean the Chief Financial Officer or an equivalent financial officer, principal accounting officer, Treasurer, Assistant Treasurer, Controller or a director of such person, or a duly authorized signatory of such person who is a Financial Officer of a subsidiary of such person.

“First Testing Period” shall mean the two-week period ending September 9, 2022.

“Flood Documentation” shall mean, with respect to each Mortgaged Property located in the United States of America or any territory thereof, (i) a completed “life-of-loan” Federal Emergency Management Agency standard flood hazard determination, together with a notice about Special Flood Hazard Area status and flood disaster assistance duly executed by the Borrower and the applicable Loan Party relating thereto (to the extent a Mortgaged Property is located in a Special Flood Hazard Area) and (ii) evidence of flood insurance as required by Section 5.02(c) hereof and the applicable provisions of the Security Documents, each of which shall (A) be endorsed or otherwise amended to include a “standard” or “New York” lender’s loss payable or mortgagee endorsement (as applicable), (B) name the Collateral Agent, on behalf of the Secured Parties, as additional insured and loss payee/mortgagee, (C) identify the address of each property located in a Special Flood Hazard Area, the applicable flood zone designation and the flood insurance coverage and deductible relating thereto and (D) be otherwise in form and substance reasonably satisfactory to the Administrative Agent.

“Flood Insurance Laws” shall mean, collectively, (i) the National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

“Floor” shall mean a rate of interest equal to 1.00%.

“foreign” shall mean any jurisdiction other than the United States of America, any state thereof or the District of Columbia.

“Foreign Lender” shall mean any Lender (a) that is not disregarded as separate from its owner for U.S. federal income Tax purposes and that is not a “United States person” as defined by Section 7701(a)(30) of the Code or (b) that is disregarded as separate from its owner for U.S. federal income Tax purposes and whose regarded owner is not a “United States person” as defined in Section 7701(a)(30) of the Code.

“Foreign Pension Plan” shall mean any pension plan, benefit plan, fund (including any superannuation fund) or other similar program established, maintained or contributed to by Holdings, the Borrower or any Subsidiary for the benefit of employees of Holdings, the Borrower or any Subsidiary employed and residing outside the United States (other than any plans, funds or other similar programs that are maintained exclusively by a Governmental Authority), which plan, fund or other similar program provides, or results in, retirement income or a deferral of income in contemplation of retirement, and which plan is not subject to ERISA or the Code.

“French Collateral Agreements” shall mean the agreements and documents set forth on Schedule 1.01(G) under the heading “French Collateral Agreements”, which agreements and documents shall be granted in accordance with the Agreed Guaranty and Security Principles, in each case as may be amended, restated, supplemented or otherwise modified from time to time.

“French Guarantor” shall mean any Guarantor organized in France.

“Full Payment” shall mean, with respect to any Obligations payable in cash, the full and complete cash payment thereof, including any interest, fees and other charges accruing during the Chapter 11 Cases (whether or not allowed by the Chapter 11 Cases). No Loans shall be deemed to have been paid in full until all Commitments related to such Loans have expired or been terminated.

“Fund” shall mean, collectively, investment funds managed by Affiliates of Apollo Global Management, LLC.

“Fund Affiliate” shall mean (i) each Affiliate of the Fund that is neither a “portfolio company” (which means a company actively engaged in providing goods or services to unaffiliated customers), whether or not controlled, nor a company controlled by a “portfolio company” and (ii) any individual who is a partner or employee of Apollo Management, L.P. or Apollo Management VIII, L.P.

“GAAP” shall mean generally accepted accounting principles in effect from time to time (A) in the United States of America or (B) in case of a Loan Party incorporated in the Netherlands, in the Netherlands, in each case, applied on a consistent basis, subject to the provisions of Section 1.02.

“German Collateral Agreements” shall mean the agreements set forth on Schedule 1.01(G) under the heading “German Collateral Agreements”, which agreements shall be granted in accordance with the Agreed Guaranty and Security Principles, in each case as may be amended, restated, supplemented or otherwise modified from time to time.

“German Real Estate” means real estate located in Germany (*inländischer Grundbesitz*) or German rights subject to the civil code provisions relating to real estate (*inländische Rechte, die den Vorschriften des bürgerlichen Rechts über Grundstücke unterliegen*).

“German Treaty Lender” shall mean a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Loan Document and which on the date a payment of interest by the Borrower falls due:

- (i) is treated as a resident of a German Treaty State for the purposes of such German Treaty;
- (ii) does not carry on a business in Germany through a permanent establishment with which that Lender’s participation in the Loan is effectively connected; and
- (iii) fulfills any other conditions which must be fulfilled under such German Treaty by residents of that German Treaty State for such residents to obtain full exemption from taxation on interest by Germany.

“German Treaty State” shall mean a jurisdiction having a double taxation agreement with Germany (a “German Treaty”) which exempts any interest payment (including interest on loans secured by German Real Estate) to a resident of such jurisdiction from Tax imposed by Germany.

“Governmental Authority” shall mean any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory or legislative body.

“Guarantee” of or by any person (the “guarantor”) shall mean (a) any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (iv) entered into for the purpose of assuring in any other manner the holders of such Indebtedness or other obligation of the payment

thereof or to protect such holders against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of the guarantor securing any Indebtedness or other obligation (or any existing right, contingent or otherwise, of the holder of Indebtedness or other obligation to be secured by such a Lien) of any other person, whether or not such Indebtedness or other obligation is assumed by the guarantor; provided, however, that the term “Guarantee” shall not include endorsements of instruments for deposit or collection in the ordinary course of business or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or Disposition of assets permitted by this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such person in good faith.

“guarantor” shall have the meaning assigned to such term in the definition of the term “Guarantee.”

“Guarantors” shall mean (i) Holdings and (ii) each Subsidiary Loan Party.

“Hazardous Materials” shall mean all pollutants, contaminants, wastes, chemicals, materials, substances and constituents, including, without limitation, explosive or radioactive substances or petroleum by products or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas or pesticides, fungicides, fertilizers or other agricultural chemicals, of any nature subject to regulation or which can give rise to liability under any Environmental Law.

“Hedging Agreement” shall mean any agreement with respect to any swap, forward, future or derivative transaction, or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, or credit spread transaction, repurchase transaction, reserve repurchase transaction, securities lending transaction, weather index transaction, spot contracts, fixed price physical delivery contracts, or any similar transaction or any combination of these transactions, in each case of the foregoing, whether or not exchange traded; provided, that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Holdings, the Borrower or any of the Subsidiaries shall be a Hedging Agreement.

“Holdings” shall have the meaning assigned to such term in the introductory paragraph of this Agreement; provided, that any time after an Intermediate Holdings shall have complied with Section 1.09, references to Holdings in this Agreement shall thereafter be deemed to refer to such Intermediate Holdings (until any other Intermediate Holdings shall have complied with Section 1.09, at which time references to Holdings in this Agreement shall thereafter be deemed to refer to such other Intermediate Holdings).

“Holdings Guarantee Agreement” shall mean the Holdings Limited Recourse Guarantee Agreement, dated as of the Closing Date, as may be amended, restated, supplemented or otherwise modified from time to time, between Holdings and the Collateral Agent.

“Holdings Guarantee and Pledge Agreements” shall mean (i) the Holdings Guarantee Agreement and (ii) the Holdings Pledge Agreement.

“Holdings Pledge Agreement” shall mean the Deed of Disclosed Pledge Over Registered Shares, dated as of the Closing Date, as may be amended, restated, supplemented or otherwise modified from time to time, between Holdings, the Borrower and the Collateral Agent.

“Hong Kong Collateral Agreements” shall mean the agreements set forth on Schedule 1.01(G) under the heading “Hong Kong Collateral Agreements”, which agreements shall be granted in accordance with the Agreed Guaranty and Security Principles, in each case as may be amended, restated, supplemented or otherwise modified from time to time.

“IFRS” shall mean the International Financial Reporting Standards within the meaning of the IAS Regulation 1606/2002, which are in effect from time to time; provided, however, that IFRS shall not include any provision of such standards that would require a lease that would be classified as an operating lease under IFRS prior to the implementation of IFRS 16 to be classified as Indebtedness or a finance or capital lease; provided, further, that, at any time after adoption of GAAP by the Borrower (or the relevant reporting entity), the Borrower (or the relevant reporting entity) may elect to apply GAAP for all purposes of this Agreement, and, upon any such election, all references in this Agreement to IFRS shall be construed to mean GAAP; provided, that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision of this Agreement to eliminate the effect of any change from IFRS to GAAP, regardless of whether any such notice is given before or after such change from IFRS to GAAP or in the application thereof, then such provision shall be interpreted on the basis of IFRS as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance with this Agreement (and the Administrative Agent is authorized to agree to any such amendment on behalf of the Lenders and will negotiate with the Borrower in good faith); provided, that any reference to the application of IFRS in Sections 3.13(b), 3.20, 5.03, 5.07 and 6.02(e) to a Subsidiary (and not as a consolidated Subsidiary of the Borrower) shall mean generally accepted accounting principles in effect from time to time in the jurisdiction of organization of such Subsidiary.

“Immaterial Subsidiary” shall mean any Subsidiary that (a) did not, as of the last day of the fiscal quarter of the Borrower most recently ended for which financial statements have been (or were required to be) delivered pursuant to Section 4.02(g) of the Original Credit Agreement, 5.04(a) or 5.04(b), have assets with a value in excess of 5.0% of the Consolidated Total Assets or revenues representing in excess of 5.0% of total revenues of the Borrower and the Subsidiaries on a consolidated basis as of such date, and (b) taken together with all Immaterial Subsidiaries as of such date, did not have assets with a value in excess of 10% of Consolidated Total Assets or revenues representing in excess of 10% of total revenues of the Borrower and the Subsidiaries on a consolidated basis as of such date; provided, that the Borrower may elect in its sole discretion to exclude as an Immaterial Subsidiary any Subsidiary that would otherwise meet the definition thereof. Each Immaterial Subsidiary as of the Closing Date shall be set forth in Schedule 1.01(B) to the Original Credit Agreement, and the Borrower shall update such Schedule from time to time after the Closing Date as necessary to reflect all Immaterial Subsidiaries at such time (the selection of Subsidiaries to be added to or removed from such Schedule to be made as the Borrower may determine).

“Increased Amount” of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount or deferred financing fees, the payment of interest or dividends in the form of additional Indebtedness or in the form of Equity Interests, as applicable, the accretion of original issue discount, deferred financing fees or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies.

“Indebtedness” of any person shall mean, if and to the extent (other than with respect to clause (i)) the same would constitute indebtedness or a liability on a balance sheet prepared in accordance with IFRS, without duplication, (a) all obligations of such person for borrowed money, (b) all obligations of such person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such person under conditional sale or other title retention agreements relating to property or assets purchased by such person, (d) all obligations of such person issued or assumed as the deferred purchase price of property

or services (other than such obligations accrued in the ordinary course), to the extent that the same would be required to be shown as a long-term liability on a balance sheet prepared in accordance with IFRS, (e) all Capitalized Lease Obligations of such person, (f) all net payments that such person would have to make in the event of an early termination, on the date Indebtedness of such person is being determined, in respect of outstanding Hedging Agreements, (g) the principal component of all obligations, contingent or otherwise, of such person as an account party in respect of letters of credit, (h) the principal component of all obligations of such person in respect of bankers' acceptances, (i) all Guarantees by such person of Indebtedness described in clauses (a) to (h) above and (j) the amount of all obligations of such person with respect to the redemption, repayment or other repurchase of any Disqualified Stock (excluding accrued dividends that have not increased the liquidation preference of such Disqualified Stock); provided, that Indebtedness shall not include (A) trade and other ordinary-course payables, accrued expenses, and intercompany liabilities arising in the ordinary course of business, (B) prepaid or deferred revenue, (C) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase prices of an asset to satisfy unperformed obligations of the seller of such asset, (D) Obligations under or in respect of Permitted Securitization Financings, (E) earn-out obligations until such obligations become a liability on the balance sheet of such person in accordance with IFRS, (F) obligations in respect of Third Party Funds, (G) in the case of the Borrower and its Subsidiaries, (I) all intercompany Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business and (II) intercompany liabilities in connection with the cash management, Tax and accounting operations of the Borrower and the Subsidiaries or (H) obligations under or in respect of the Acquisition Agreement. The Indebtedness of any person shall include the Indebtedness of any partnership in which such person is a general partner, other than to the extent that the instrument or agreement evidencing such Indebtedness limits the liability of such person in respect thereof.

"Indemnified Taxes" shall mean all Taxes imposed on or with respect to or measured by any payment by or on account of any obligation of any Loan Party hereunder or under any other Loan Document other than (a) Excluded Taxes and (b) Other Taxes.

"Indemnitee" shall have the meaning assigned to such term in Section 9.05(b).

"Ineligible Institution" shall mean (i) the persons identified as "Disqualified Lenders" in writing to the Administrative Agent by Holdings or the Borrower on or prior to the Closing Date and (ii) any person who owns any direct or indirect Equity Interests in Holdings.

"Information" shall have the meaning assigned to such term in Section 3.14(a).

"Initial Approved DIP Budget" shall have the meaning assigned to such term in Section 5.13(a).

"Intellectual Property" shall mean all U.S. and non-U.S. (a) patents, (b) trademarks, service marks, designs and domain names, (c) copyrights, (d) design rights, inventions, trade secrets, confidential information, know-how and all other intellectual property rights and interests, whether registered or unregistered and (e) all registrations and applications for registration therefor.

"Intercompany Services Agreements" shall mean (i) the Amended and Restated Trademark License Agreement between the Seller and Lumileds, (ii) the Tax Receivable Agreement between the Seller, Lumileds, and Lumileds Germany GmbH, (iii) the Intellectual Property Transfer and License Agreement between the Seller, Lumileds, and Lumileds LLC, and (iv) the IT Transitional Service Level Agreement between the Seller and Lumileds, in each case, as in effect on the Closing Date, and any and all amendments thereto, modifications thereto, substitutions therefor and replacements thereof so long as such amendments, modifications, substitutions and replacements are not materially adverse, taken as a whole, to

the Borrower and its Subsidiaries than the terms of such agreement as in effect on the Closing Date (as determined by the Borrower in good faith).

“Intercreditor Agreement” shall have the meaning assigned to such term in Section 8.11.

“Interest Election Request” shall mean a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.07 and substantially in the form of Exhibit D or another form approved by the Administrative Agent.

“Interest Expense” shall mean, with respect to any person for any period, the sum of (a) gross interest expense of such person for such period on a consolidated basis, including the portion of any payments or accruals with respect to Capitalized Lease Obligations allocable to interest expense and excluding amortization of deferred financing fees and original issue discount, debt issuance costs, commissions, fees and expenses, expensing of any bridge, commitment or other financing fees and non-cash interest expense attributable to movement in mark to market of obligations in respect of Hedging Agreements or other derivatives (in each case permitted hereunder) under IFRS and (b) capitalized interest of such person, minus interest income for such period. For purposes of the foregoing, gross interest expense shall be determined after giving effect to any net payments made or received and costs incurred by the Borrower and the Subsidiaries with respect to Hedging Agreements, and interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by the Borrower to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with IFRS.

“Interest Payment Date” shall mean, (a) with respect to any SOFR Loan, (i) the last day of the Interest Period applicable to the Borrowing of which such Loan is a part, (ii) in the case of a SOFR Borrowing with an Interest Period of more than three months’ duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months’ duration been applicable to such Borrowing and (iii) in addition, the date of any refinancing or conversion of such Borrowing with or to a Borrowing of a different Type, and (b) with respect to any ABR Loan, the last Business Day of each calendar quarter.

“Interest Period” shall mean, as to any SOFR Borrowing, the period commencing on the date of such Borrowing or on the last day of the immediately preceding Interest Period applicable to such Borrowing, as applicable, and ending on the numerically corresponding day (or, if there is no numerically corresponding day, on the last day) in the calendar month that is 1 or, 3 months thereafter, as the Borrower may elect; provided, however, that if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day.

“Interim Order” shall mean an order entered by the Bankruptcy Court approving the DIP Facility on an interim basis under the Bankruptcy Code, which order shall be in form and substance satisfactory to the Administrative Agent and the Required Lenders in each of their sole and absolute discretion (as such order may be amended, modified or extended in a manner satisfactory to the Required Lenders and the Administrative Agent), which order is not subject to a stay, injunction or other limitation not approved by the Required Lenders and the Administrative Agent; it being understood that the draft Interim Order filed with the motion to approve the DIP Facility is deemed satisfactory.

“Intermediate Holdings” shall have the meaning assigned to such term in Section 1.09.

“Investment” shall have the meaning assigned to such term in Section 6.04.

“IRS” shall mean the U.S. Internal Revenue Service.

“Junior Financing” shall mean any Indebtedness that is subordinated in right of payment to the Obligations (other than Indebtedness that is subordinated pursuant to the Subordination Agreement).

“Junior Liens” shall mean Liens on the Collateral that are junior to the Liens thereon securing the Loans pursuant to a Permitted Junior Intercreditor Agreement (it being understood that Junior Liens are not required to be pari passu with other Junior Liens, and that Indebtedness secured by Junior Liens may have Liens that are senior in priority to, or pari passu with, or junior in priority to, other Liens constituting Junior Liens).

“Korean Collateral Agreements” shall mean the agreements set forth on Schedule 1.01(G) under the heading “Korean Collateral Agreements”, which agreements shall be granted in accordance with the Agreed Guaranty and Security Principles, in each case as may be amended, restated, supplemented or otherwise modified from time to time.

“Legal Reservations” shall mean (a) the time barring of claims under applicable statutes of limitation, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defenses of set-off or counterclaim, (b) similar principles, right and defenses under the laws of any relevant jurisdiction and (c) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinion delivered in connection with the Loan Documents.

“Lender” shall have the meaning assigned to such term in the recitals hereto, as well as any person that becomes a “Lender” hereunder pursuant to Section 9.04.

“Lending Office” shall mean, as to any Lender, the applicable branch, office or Affiliate of such Lender designated by such Lender to make Loans.

“letter of credit” shall mean any letter of credit or bank guarantee.

“Lien” shall mean, with respect to any asset, (a) any mortgage, land charge (*Grundschuld*), assignment or transfer for security purposes, extended retention of title arrangement (*verlängerter Eigentumsvorbehalt*), deed of trust, lien, hypothecation, pledge, charge, security interest or similar monetary encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided, that in no event shall an operating lease or an agreement to sell be deemed to constitute a Lien.

“Loan Documents” shall mean (i) this Agreement, (ii) the Subsidiary Guarantee Agreement and the Holdings Guarantee Agreement, (iii) the Security Documents, (iv) any Intercreditor Agreement, (v) any Note issued under Section 2.09(e), (vi) solely for the purposes of Sections 4.01 and 7.01 hereof, the Deutsche Bank Fee Letter and (vii) the Approved DIP Budget.

“Loan Parties” shall mean Holdings, the Borrower and the Subsidiary Loan Parties.

“Loans” shall mean the DIP Loans and the Delayed Draw Term Loans.

“Local Time” shall mean New York City time (daylight or standard, as applicable).

“Lumileds” shall mean Lumileds Holding B.V., a limited liability company incorporated under the laws of the Netherlands with corporate seat in Amsterdam and registered with the Dutch Commercial Register under 61778737.

“Management Group” shall mean the group consisting of the directors, executive officers and other management personnel of the Borrower, Holdings or any Parent Entity, as the case may be, on the Closing Date after giving effect to the Transactions together with (a) any new directors whose election by such boards of directors or whose nomination for election by the equityholders of the Borrower, Holdings or any Parent Entity, as the case may be, was approved by the Permitted Holders or a vote of a majority of the directors of the Borrower, Holdings or any Parent Entity, as the case may be, then still in office who were either directors on the Closing Date after giving effect to the Transactions or whose election or nomination was previously so approved and (b) executive officers and other management personnel of the Borrower, Holdings or any Parent Entity, as the case may be, hired at a time when the directors on the Closing Date after giving effect to the Transactions together with the directors so approved constituted a majority of the directors of the Borrower or Holdings, as the case may be.

“Margin Stock” shall have the meaning assigned to such term in Regulation U.

“Material Adverse Effect” shall mean a material adverse effect on (i) business, condition (financial or otherwise), operations, performance, properties, contingent liabilities, material agreements or prospects of the Borrower and its Subsidiaries, taken as a whole (excluding (x) any matters disclosed in the declaration of Johannes Paulus Teuwen in support of the petitions filed to commence the Chapter 11 Case and the pleadings filed on or about the first day of the Chapter 11 Cases and (y) the filing of the Chapter 11 Cases, the events and conditions related and/or leading up thereto as disclosed in such declaration and the effects thereof and any action required to be taken under the Loan Documents or under the Chapter 11 Orders), (ii) the validity or enforceability of any of the Loan Documents or the rights and remedies of the Administrative Agent and the Lenders thereunder, or (iii) the Collateral (taken as a whole) or the Collateral Agent’s liens on the Collateral.

“Material Indebtedness” shall mean Indebtedness (other than Loans) of any one or more of the Borrower or any Subsidiary in an aggregate principal amount exceeding \$7,500,000; provided, that in no event shall any Permitted Securitization Financing be considered Material Indebtedness.

“Material Real Property” shall mean any parcel or parcels of Real Property now or hereafter owned in fee simple (or local equivalent) by the Borrower or any Subsidiary Loan Party and having a fair market value (on a per-property basis) of at least \$10,000,000 as of (x) the Closing Date, for Real Property now owned or (y) the date of acquisition, for Real Property acquired after the Closing Date, in each case as determined by the Borrower in good faith; provided, that “Material Real Property” shall not include (i) any Real Property in respect of which the Borrower or a Subsidiary Loan Party does not own the land in fee simple (or local equivalent), (ii) any Real Property which the Borrower or a Subsidiary Loan Party leases to a third party or (iii) any Real Property located in France or Korea.

“Maturity Date” shall mean the earliest of: (i) the date that is six months after the Closing Date; (ii) if the Final Order has not been entered by the Bankruptcy Court on or before the applicable Milestone, the date of the applicable Milestone; (iii) the date of acceleration of the DIP Loans and the termination of the Lenders’ DIP Commitments; (iv) the date the Bankruptcy Court orders a conversion of the Chapter 11 Cases to a chapter 7 liquidation or the dismissal of the chapter 11 case of any Debtor; or (v) the substantial consummation (as defined in 11 U.S.C. § 1101(2)) of a plan of reorganization of the Debtors (a “Plan of Reorganization”), which has been confirmed by an order entered by the Bankruptcy Court (the “Confirmation Order”).

“Maximum Rate” shall have the meaning assigned to such term in Section 9.09.

“Milestone” shall have the meaning assigned to such term in Section 5.14.

“Moody’s” shall mean Moody’s Investors Service, Inc. and its successors and assigns.

“Mortgaged Properties” shall mean (i) the Material Real Properties that are identified on Schedule 1.01(E) and (ii) each additional Material Real Property required to be encumbered by a Mortgage pursuant to Section 5.10.

“Mortgages” shall mean, collectively, the mortgages, trust deeds, deeds of trust, deeds to secure debt, assignments of leases and rents, and other security documents (including amendments to any of the foregoing) delivered with respect to Mortgaged Properties, each substantially in the form of Exhibit F (with such changes as are reasonably consented to by the Collateral Agent to account for local law matters) or in such other form as is reasonably satisfactory to the Collateral Agent and the Borrower, in each case, as amended, supplemented or otherwise modified from time to time.

“Multiemployer Plan” shall mean a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which the Borrower, Holdings or any Subsidiary or any ERISA Affiliate (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414) is making or accruing an obligation to make contributions, or has within any of the preceding six plan years made or accrued an obligation to make contributions.

“Net Income” shall mean, with respect to any person, the net income (loss) of such person, determined in accordance with IFRS and before any reduction in respect of preferred stock dividends.

“Net Proceeds” shall mean:

(a) 100% of the cash proceeds actually received by the Borrower or any Subsidiary (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise and including casualty insurance settlements and condemnation awards, but only as and when received) from any Asset Sale under Section 6.05(g), net of (i) attorneys’ fees, accountants’ fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, required debt payments and required payments of other obligations relating to the applicable asset to the extent such debt or obligations are secured by a Lien permitted hereunder (other than pursuant to the Loan Documents) on such asset, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith, (ii) Taxes paid or payable (in the good faith determination of the Borrower) as a result thereof (including the amount of any distributions in respect thereof pursuant to Section 6.06(b)(iii) or Section 6.06(b)(v) and including any repatriation costs associated with repatriation of such proceeds from the applicable recipient to the Borrower), (iii) the amount of any reasonable reserve established in accordance with IFRS against any adjustment to the sale price or any liabilities (other than any Taxes deducted pursuant to clause (i) or (ii) above) (x) related to any of the applicable assets and (y) retained by the Borrower or any of the Subsidiaries including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction (however, the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be cash proceeds of such Asset Sale occurring on the date of such reduction) and (iv) payments made on a ratable basis (or less than ratable basis) to holders of non-controlling interests in non-Wholly Owned Subsidiaries as a result of such Asset Sale; provided, that no net cash proceeds calculated in accordance with the foregoing

realized in a single transaction or series of related transactions shall constitute Net Proceeds unless such net cash proceeds shall exceed \$1,000,000 (and thereafter only net cash proceeds in excess of such amount shall constitute Net Proceeds);

(b) 100% of the cash proceeds from the incurrence, issuance or sale by the Borrower or any Subsidiary Loan Party of any Indebtedness (other than Excluded Indebtedness), net of all Taxes and fees (including investment banking fees), commissions, costs and other expenses, in each case incurred in connection with such incurrence, issuance or sale; and

(c) 100% of the cash proceeds from the incurrence, issuance or sale by Holdings, the Borrower or any Subsidiary of any Equity Interests (other than an Excluded Equity Issuance), net of all Taxes and fees (including investment banking fees), commissions, costs and other expenses, in each case incurred in connection with such incurrence, issuance or sale.

“New Project” shall mean (x) each plant, facility, branch, office or business unit which is either a new plant, facility, branch, office or business unit or an expansion, relocation, remodeling, refurbishment or substantial modernization of an existing plant, facility, branch, office or business unit owned by the Borrower or the Subsidiaries which in fact commences operations and (y) each creation (in one or a series of related transactions) of a business unit, product line or information technology offering to the extent such business unit commences operations or such product line or information technology is offered or each expansion (in one or a series of related transactions) of business into a new market or through a new distribution method or channel.

“Non-Consenting Lender” shall have the meaning assigned to such term in Section 2.19(c).

“Non-Guarantor Cash Test Date” shall mean the Friday of the first and third full weeks of each month, beginning on September 9, 2022 (which, for the avoidance of doubt, shall mean for each of the months of September, October and November, each of September 9, 2022, September 23, 2022, October 7, 2022, October 21, 2022, November 11, 2022 and November 25, 2022).

“Note” shall have the meaning assigned to such term in Section 2.09(e).

“Obligations” shall mean (a) the due and punctual payment by the Borrower of (i) the unpaid principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made to the Borrower under this Agreement, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations of the Borrower owed under or pursuant to this Agreement and each other Loan Document, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including Erroneous Payment Subrogation Rights, and monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), and (b) the due and punctual payment of all obligations of each other Loan Party under or pursuant to each of the Loan Documents.

“OFAC” shall have the meaning provided in Section 3.25(b).

“Other Taxes” shall mean any and all present or future stamp or documentary Taxes or any other excise, transfer, sales, property, intangible, mortgage recording or similar Taxes arising from any payment made hereunder or under any other Loan Document or from the execution, registration, delivery

or enforcement of, consummation or administration of, from the receipt or perfection of security interest under, or otherwise with respect to, the Loan Documents (but excluding any Excluded Taxes).

“Parallel Debt” shall have the meaning assigned to such term in Section 9.27(b).

“Parent Entity” shall mean any direct or indirect parent of the Borrower.

“Participant” shall have the meaning assigned to such term in Section 9.04(d)(i).

“Participant Register” shall have the meaning assigned to such term in Section 9.04(d)(ii).

“Participating Member State” shall mean each state so described in any EMU Legislation.

“Participation Fee” shall have the meaning assigned to such term in Section 2.12(b).

“PBGC” shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

“Perfection Certificate” shall mean the Perfection Certificate with respect to the Borrower and the other Loan Parties in a form reasonably satisfactory to the Administrative Agent, as the same may be supplemented from time to time to the extent required by Section 5.04(f).

“Permitted Holder Group” shall have the meaning assigned to such term in the definition of “Permitted Holders.”

“Permitted Holders” shall mean (i) the Co-Investors (and each other person that owns Equity Interests of the Borrower, Holdings or any Parent Entity on the Closing Date after giving effect to the Transactions), (ii) any person that has no material assets other than the Equity Interests of the Borrower, Holdings or any Parent Entity and that, directly or indirectly, holds or acquires beneficial ownership of 100% on a fully diluted basis of the voting Equity Interests of the Borrower, and of which no other person or “group” (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Closing Date), other than any of the other Permitted Holders, beneficially owns more than 50% on a fully diluted basis of the voting Equity Interests thereof and (iii) any “group” (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Closing Date) the members of which include any of the other Permitted Holders and that, directly or indirectly, hold or acquire beneficial ownership of the voting Equity Interests of the Borrower (a “Permitted Holder Group”), so long as (1) each member of the Permitted Holder Group has voting rights proportional to the percentage of ownership interests held or acquired by such member (or more favorable voting rights, in the case of any Permitted Holders specified in clause (i) or (ii)) and (2) no person or other “group” (other than the other Permitted Holders) beneficially owns more than 50% on a fully diluted basis of the voting Equity Interests held by the Permitted Holder Group.

“Permitted Investments” shall mean:

(a) direct obligations of the United States of America or any member of the European Union or any agency thereof or obligations guaranteed by the United States of America or any member of the European Union or any agency thereof, in each case with maturities not exceeding two years from the date of acquisition thereof;

(b) time deposit accounts, certificates of deposit, money market deposits, banker’s acceptances and other bank deposits maturing within 180 days of the date of acquisition thereof issued by a bank or trust company that is organized under the laws of the United States of America, any state thereof or any foreign country recognized by the United States of America having capital,

surplus and undivided profits in excess of \$250,000,000 and whose long-term debt, or whose parent holding company's long-term debt, is rated A (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(c) repurchase obligations with a term of not more than 180 days for underlying securities of the types described in clause (a) above entered into with a bank meeting the qualifications described in clause (b) above;

(d) commercial paper, maturing not more than one year after the date of acquisition, issued by a corporation (other than an Affiliate of the Borrower) organized and in existence under the laws of the United States of America or any foreign country recognized by the United States of America with a rating at the time as of which any investment therein is made of P 1 (or higher) according to Moody's, F 1 (or higher) according to Fitch, or A 1 (or higher) according to S&P (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(e) securities with maturities of two years or less from the date of acquisition, issued or fully guaranteed by any State, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, and rated at least A by S&P, A by Moody's or A by Fitch (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(f) shares of mutual funds whose investment guidelines restrict 95% of such funds' investments to those satisfying the provisions of clauses (a) through (e) above;

(g) money market funds that (i) comply with the criteria set forth in Rule 2a 7 under the Investment Company Act of 1940, (ii) are rated by any two of (1) AAA by S&P, (2) Aaa by Moody's or (3) AAA by Fitch and (iii) have portfolio assets of at least \$5,000,000,000;

(h) time deposit accounts, certificates of deposit, money market deposits, banker's acceptances and other bank deposits in an aggregate face amount not in excess of 0.5% of the total assets of the Borrower and the Subsidiaries, on a consolidated basis, as of the end of the Borrower's most recently completed fiscal year; and

(i) instruments equivalent to those referred to in clauses (a) through (h) above denominated in any foreign currency comparable in credit quality and tenor to those referred to above and commonly used by corporations for cash management purposes in any jurisdiction outside the United States of America to the extent reasonably required in connection with any business conducted by any Subsidiary organized or incorporated in such jurisdiction.

"Permitted Junior Intercreditor Agreement" shall mean, with respect to any Liens on Collateral that are intended to be junior to any Liens securing the Loans (and other Obligations that are pari passu with the Loans), any intercreditor agreement or similar written agreement acceptable to the Administrative Agent and the Required Lenders in their sole discretion.

"Permitted Liens" shall have the meaning assigned to such term in Section 6.02.

"Permitted Refinancing Indebtedness" shall mean any Indebtedness issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund (collectively, to "Refinance"), the Indebtedness being Refinanced (or previous refinancings thereof constituting Permitted Refinancing Indebtedness); provided, that (a) the principal amount (or accreted value, if

applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so Refinanced (plus unpaid accrued interest and premium (including tender premiums) thereon and underwriting discounts, defeasance costs, fees, commissions, expenses, plus an amount equal to any existing commitment unutilized thereunder and letters of credit undrawn thereunder), (b) except with respect to Section 6.01(i), (i) the final maturity date of such Permitted Refinancing Indebtedness is on or after the earlier of (x) the final maturity date of the Indebtedness being Refinanced and (y) the Maturity Date in effect at the time of incurrence thereof and (ii) the Weighted Average Life to Maturity of such Permitted Refinancing Indebtedness is greater than or equal to the lesser of (x) the Weighted Average Life to Maturity of the Indebtedness being Refinanced and (y) the Weighted Average Life to Maturity of the Loans, (c) if the Indebtedness being Refinanced is subordinated in right of payment to the Obligations under this Agreement, such Permitted Refinancing Indebtedness shall be subordinated in right of payment to such Obligations on terms in the aggregate not materially less favorable to the Lenders as those contained in the documentation governing the Indebtedness being Refinanced, (d) no Permitted Refinancing Indebtedness shall have obligors that are not (or would not have been) obligated with respect to the Indebtedness being so Refinanced (except that a Loan Party may be added as an additional obligor) and (e) if the Indebtedness being Refinanced is secured by Liens on any Collateral (whether senior to, equally and ratably with, or junior to the Liens on such Collateral securing the Obligations or otherwise), such Permitted Refinancing Indebtedness may be secured by such Collateral (including any Collateral pursuant to after-acquired property clauses to the extent any such Collateral secured (or would have secured) the Indebtedness being Refinanced) on terms in the aggregate that are substantially similar to, or not materially less favorable to the Secured Parties than, the Indebtedness being refinanced or on terms otherwise permitted by Section 6.02.

“Permitted Securitization Documents” shall mean all documents and agreements evidencing, relating to or otherwise governing a Permitted Securitization Financing, including each Hedging Agreement, Servicing Arrangement or Permitted Securitization Guarantee entered into in connection therewith.

“Permitted Securitization Financing” shall mean (A) one or more transactions pursuant to which (i) Securitization Assets or interests therein are sold, contributed or otherwise transferred to, whether directly or indirectly (including by way of the transfer of the Equity Interests of the entity holding such Securitization Assets), or financed by, one or more Special Purpose Securitization Subsidiaries and (ii) such Special Purpose Securitization Subsidiaries finance (or refinance) such Securitization Assets or interests therein, whether for the purpose of acquiring such Securitization Assets, providing financing in respect thereof or otherwise, by selling, otherwise transferring or borrowing against Securitization Assets (including conduit and warehouse financings) or (B) one or more transactions pursuant to which Receivables Assets or interests therein are sold or otherwise transferred by the Borrower, a Subsidiary or a Special Purpose Securitization Subsidiary in the form of factoring agreements or other similar transactions customary with respect to Securitization Assets, in each of the cases set forth in clauses (A) and (B) above, pursuant to Permitted Securitization Documents and provided, that recourse to the Borrower or any Subsidiary (other than the Special Purpose Securitization Subsidiaries) in connection with such transactions shall be limited to the extent customary (as determined by the Borrower in good faith) for similar transactions in the applicable jurisdictions (including, to the extent applicable, in a manner consistent with the delivery of a “true sale”/“absolute transfer” opinion with respect to any transfer by the Borrower or any Subsidiary (other than a Special Purpose Securitization Subsidiary)).

“Permitted Securitization Guarantee” shall mean a performance guaranty or other customary Guarantee provided by the Borrower, a Subsidiary or an Affiliate thereof in connection with a Permitted Securitization Financing; provided that the foregoing shall not materially impair the status of any Special Purpose Securitization Subsidiary as such.

“person” shall mean any natural person, corporation, business trust, joint venture, association, company, partnership, limited liability company or government, individual or family trusts, or any agency or political subdivision thereof.

“Plan” shall mean any employee pension benefit plan (other than a Multiemployer Plan) that is (i) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, (ii) sponsored or maintained (at the time of determination or at any time within the five years prior thereto) by Holdings, the Borrower, any Subsidiary or any ERISA Affiliate, and (iii) in respect of which Holdings, the Borrower, any Subsidiary or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Platform” shall have the meaning assigned to such term in Section 9.17(a).

“Pledged Collateral” shall mean “Pledged Collateral” as defined in the U.S. Collateral Agreement.

“Polish Collateral Agreements” shall mean the agreements set forth on Schedule 1.01(G) under the heading “Polish Collateral Agreements”, which agreements shall be granted in accordance with the Agreed Guaranty and Security Principles, in each case as may be amended, restated, supplemented or otherwise modified from time to time.

“Post-Closing DIP Loan Availability Period” shall mean the period beginning on the date hereof and ending on the earliest to occur of (i) the date that is 30 days following the Closing Date, (ii) the Maturity Date with respect to the DIP Loans, and (iii) the Post-Closing DIP Loan Borrowing Date (after giving effect to the Borrowing on such Post-Closing DIP Loan Borrowing Date).

“Post-Closing DIP Loan Borrowing Date” shall mean the date of the Second DIP Loan Borrowing.

“Pre-Opening Expenses” shall mean, with respect to any fiscal period, the amount of expenses (other than interest expense) incurred that are classified as “pre-opening rent”, “pre-opening expenses” or “opening costs” (or any similar or equivalent caption).

“Pre-Petition” shall mean the time period ending immediately prior to the filing of the Chapter 11 Cases.

“Pre-Petition Administrative Agent” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Pre-Petition Agents” shall mean the Pre-Petition Administrative Agent and the Pre-Petition Collateral Agent.

“Pre-Petition Collateral” shall mean the “Collateral” as defined in the Pre-Petition First Lien Credit Agreement.

“Pre-Petition Collateral Agent” shall have the meaning assigned to the term “Collateral Agent” in the Pre-Petition First Lien Credit Agreement.

“Pre-Petition Credit Agreement Amendment” shall mean that certain Amendment No. 5 to Credit Agreement and Loan Documents, dated as of the date hereof, by and among the Loan Parties, the Pre-Petition Administrative Agent, the Pre-Petition Collateral Agent and the lenders party thereto.

“Pre-Petition First Lien Credit Agreement” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Pre-Petition Lenders” shall have the meaning assigned to such term in the introductory paragraph of this Agreement.

“Pre-Petition Loan Documents” shall mean the “Loan Documents” as defined in the Pre-Petition First Lien Credit Agreement.

“Pre-Petition Obligations” shall mean the “Secured Obligations” as defined in the Pre-Petition First Lien Credit Agreement.

“Pre-Petition Secured Parties” shall have the meaning assigned to the term “Secured Parties” in the Pre-Petition Loan Documents.

“primary obligor” shall have the meaning assigned to such term in the definition of the term “Guarantee.”

“Prime Rate” shall mean the rate of interest per annum as announced from time to time by Deutsche Bank AG New York Branch as its prime rate in effect at its principal office in New York City.

“Pro Forma Basis” shall mean, as to any person, for any events as described below that occur subsequent to the commencement of a period for which the financial effect of such events is being calculated, and giving effect to the events for which such calculation is being made, such calculation as will give pro forma effect to such events as if such events occurred on the first day of the four consecutive fiscal quarter period ended on or before the occurrence of such event (the “Reference Period”): (i) pro forma effect shall be given to any Disposition, any acquisition, Investment, capital expenditure, construction, repair, replacement, improvement, development, disposition, merger, amalgamation, consolidation (including the Transactions) (or any similar transaction or transactions not otherwise permitted under Section 6.04 or 6.05 that require a waiver or consent of the Required Lenders and such waiver or consent has been obtained), any dividend, distribution or other similar payment, New Project, and any restructurings of the business of the Borrower or any of its Subsidiaries that the Borrower or any of the Subsidiaries has determined to make and/or made and in the good faith determination of a Responsible Officer of the Borrower are expected to have a continuing impact and are factually supportable, which would include cost savings resulting from head count reduction, closure of facilities and similar operational and other cost savings, which adjustments the Borrower determines are reasonable as set forth in a certificate of a Financial Officer of the Borrower (the foregoing, together with any transactions related thereto or in connection therewith, the “relevant transactions”), in each case that occurred during the Reference Period (or, in the case of determinations made pursuant to Article VI (other than Section 6.11), occurring during the Reference Period or thereafter and through and including the date upon which the relevant transaction is consummated), and (ii) in making any determination on a Pro Forma Basis, (x) all Indebtedness (including Indebtedness issued, incurred or assumed as a result of, or to finance, any relevant transactions and for which the financial effect is being calculated, whether incurred under this Agreement or otherwise, but excluding normal fluctuations in revolving Indebtedness incurred for working capital purposes and amounts outstanding under any Permitted Securitization Financing, in each case not to finance any acquisition) issued, incurred, assumed or permanently repaid during the Reference Period (or, in the case of

determinations made pursuant to Article VI (other than Section 6.11), occurring during the Reference Period or thereafter and through and including the date upon which the relevant transaction is consummated) shall be deemed to have been issued, incurred, assumed or permanently repaid at the beginning of such period, (y) Interest Expense of such person attributable to interest on any Indebtedness, for which pro forma effect is being given as provided in the preceding clause (x), bearing floating interest rates shall be computed on a pro forma basis as if the rates that would have been in effect during the period for which pro forma effect is being given had been actually in effect during such periods, and (z) in giving effect to clause (i) above with respect to each New Project which commences operations and records not less than one full fiscal quarter's operations during the Reference Period, the operating results of such New Project shall be annualized on a straight line basis during such period, taking into account any seasonality adjustments determined by the Borrower in good faith.

In the event that EBITDA or any financial ratio is being calculated for purposes of determining whether Indebtedness or any Lien relating thereto may be incurred or whether any Investment may be made, the Borrower may elect pursuant to a certificate of a Responsible Officer delivered to the Administrative Agent to treat all or any portion of the commitment relating thereto as being incurred at the time of such commitment, in which case any subsequent incurrence of Indebtedness under such commitment shall not be deemed, for purposes of this calculation, to be an incurrence at such subsequent time.

Pro forma calculations made pursuant to the definition of the term "Pro Forma Basis" shall be determined in good faith by a Responsible Officer of the Borrower and may include adjustments to reflect operating expense reductions and other operating improvements, synergies or cost savings reasonably expected to result from any relevant pro forma event (including, to the extent applicable, the Transactions). The Borrower shall deliver to the Administrative Agent a certificate of a Financial Officer of the Borrower setting forth such operating expense reductions, other operating improvements or synergies and adjustments pursuant to clause (2) above, and information and calculations supporting them in reasonable detail.

For purposes of this definition, except as otherwise provided in this Agreement, any amount in a currency other than Dollars will be converted to Dollars based on the average exchange rate for such currency for the most recent twelve month period immediately prior to the date of determination in a manner consistent with that used in calculating EBITDA for the applicable period.

"Professional Fees" shall mean professional fees incurred by the Debtors, the Lenders, the Pre-Petition Lenders, the Agents, the Pre-Petition Agents, any official committee or any other estate representative.

"Projections" shall mean the projections and any forward-looking statements (including statements with respect to booked business) of the Borrower and the Subsidiaries furnished to the Lenders or the Administrative Agent by or on behalf of the Borrower or any of the Subsidiaries prior to the Closing Date.

"Public Company Compliance" shall mean compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, the provisions of the Securities Act and the Exchange Act, and the rules of national securities exchange listed companies (in each case, as applicable to companies with equity or debt securities held by the public), including procuring directors' and officers' insurance, legal and other professional fees, and listing fees.

"Public Lender" shall have the meaning assigned to such term in Section 9.17(b).

“Qualified Equity Interests” shall mean any Equity Interest other than Disqualified Stock.

“Qualifying Lender” shall mean, in respect of any Loan Party, any recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document that is able to receive such payment free from any deduction or withholding for or on account of Tax imposed by the Netherlands (including pursuant to a Dutch Treaty).

“Rate” shall have the meaning assigned to such term in the definition of the term “Type.”

“Real Property” shall mean, collectively, all right, title and interest (including any leasehold estate) in and to any and all parcels of or interests in real property owned in fee or leased by any Loan Party, whether by lease, license, or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, and all improvements and appurtenant fixtures and equipment located thereon and incidental to the ownership, lease or operation thereof.

“Receivables Assets” shall mean accounts receivable (including any bills of exchange) and related assets and property from time to time originated, acquired or otherwise owned by the Borrower or any Subsidiary.

“Received Amount” shall have the meaning assigned to such term in Section 9.27(f).

“Reference Period” shall have the meaning assigned to such term in the definition of the term “Pro Forma Basis.”

“Refinance” shall have the meaning assigned to such term in the definition of the term “Permitted Refinancing Indebtedness,” and “Refinanced” and “Refinancings” shall have a meaning correlative thereto.

“Register” shall have the meaning assigned to such term in Section 9.04(b)(iv).

“Regulation T” shall mean Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation U” shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation X” shall mean Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Related Fund” shall mean, with respect to any Lender that is a fund that invests in bank or commercial loans and similar extensions of credit, any other fund that invests in bank or commercial loans and similar extensions of credit and is advised or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity (or an Affiliate of such entity) that administers, advises or manages such Lender.

“Related Parties” shall mean, with respect to any specified person, such person’s Controlled or Controlling Affiliates and the respective directors, trustees, officers, employees, agents and advisors of such person and such person’s Controlled or Controlling Affiliates.

“Release” shall mean any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, emanating or migrating in, into, onto or through the Environment.

“Remedies Notice Period” shall have the meaning assigned to such term in the DIP Order.

“Reportable Event” shall mean any reportable event as defined in Section 4043(c) of ERISA or the regulations issued thereunder, other than those events as to which the 30-day notice period referred to in Section 4043(c) of ERISA has been waived, with respect to a Plan (other than a Plan maintained by an ERISA Affiliate that is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code).

“Required Lenders” shall mean, at any time, Lenders having Loans outstanding that, taken together, represent at least 50.1% of the sum of all Loans and unused Commitments outstanding at such time.

“Required Milestones” shall mean the milestones set forth in Section 5.14 and the “Milestones,” “Required Milestones” or similar undertakings or requirements set forth in the DIP Order and/or the RSA.

“Required Prepayment Lenders” shall mean, at any time, the holders of more than 50% of the aggregate unpaid principal amount of the Loans at such time (subject to the last paragraph of Section 9.08(b)).

“Requirement of Law” shall mean, as to any person, any law, treaty, rule, regulation, statute, order, ordinance, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding upon such person or any of its property or assets or to which such person or any of its property or assets is subject.

“Resolution Authority” shall mean an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Responsible Officer” of any person shall mean any director, executive officer or Financial Officer of such person and any other officer or similar official thereof responsible for the administration of the obligations of such person in respect of this Agreement, or any other duly authorized employee or signatory of such person.

“Restricted Payments” shall have the meaning assigned to such term in Section 6.06. The amount of any Restricted Payment made other than in the form of cash or cash equivalents shall be the fair market value thereof (as determined by the Borrower in good faith).

“Rolling Four Week Testing Period” shall mean each rolling four-week period ending on each Friday (commencing with the fourth Friday after the Petition Date and ending on the Friday four weeks thereafter, and continuing for each week thereafter) for the four week period then ending.

“RSA” shall mean the Restructuring Support Agreement, dated as of August 26, 2022 among the Loan Parties and the Lenders party thereto.

“S&P” shall mean Standard & Poor’s Ratings Group, Inc. and its successors and assigns.

“Sale and Lease-Back Transaction” shall have the meaning assigned to such term in Section 6.03.

“Sanctioned Country” shall have the meaning assigned to such term in Section 3.25(b).

“Sanctions” shall have the meaning assigned to such term in Section 3.25(b).

“Sanctions Laws” shall have the meaning assigned to such term in Section 3.25(b).

“SEC” shall mean the Securities and Exchange Commission or any successor thereto.

“Second Testing Period” shall mean the three-week period ending September 16, 2022.

“Secured Parties” shall mean, collectively, the Administrative Agent, the Collateral Agent, each Lender and each sub-agent appointed pursuant to Section 8.02 by the Administrative Agent with respect to matters relating to the Loan Documents or by the Collateral Agent with respect to matters relating to any Security Document.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Securitization Assets” shall mean any of the following assets (or interests therein) from time to time originated, acquired or otherwise owned by the Borrower or any Subsidiary or in which the Borrower or any Subsidiary has any rights or interests, in each case, without regard to where such assets or interests are located: (a) Receivables Assets, (b) franchise fees, royalties and other similar payments made related to the use of trade names and other Intellectual Property, business support, training and other services, (c) revenues related to distribution and merchandising of the products of the Borrower and its Subsidiaries, (d) rents, real estate Taxes and other non-royalty amounts due from franchisees, (e) Intellectual Property rights relating to the generation of any of the types of assets listed in this definition, (f) parcels of or interests in real property, together with all easements, hereditaments and appurtenances thereto, all improvements and appurtenant fixtures and equipment, incidental to the ownership, lease or operation thereof, (g) any Equity Interests of any (i) Special Purpose Securitization Subsidiary, (ii) Subsidiary of a Special Purpose Securitization Subsidiary or (iii) Subsidiary that holds solely Securitization Assets (other than Equity Interests described under this clause (g)) designated as such by the Borrower for the purpose of effecting the transfer of such Securitization Assets by way of transferring such Equity Interests in connection with a Permitted Securitization Financing, and, in each case, any rights under any limited liability company agreement, trust agreement, shareholders agreement, organization or formation documents or other agreement entered into in furtherance of the organization of such entity, (h) any equipment, contractual rights with unaffiliated third parties, website domains and associated property and rights necessary for a Special Purpose Securitization Subsidiary to operate in accordance with its stated purposes; (i) any rights and obligations associated with gift card or similar programs, and (j) other assets and property (or proceeds of such assets or property) to the extent customarily included in securitization transactions of the relevant type in the applicable jurisdictions (as determined by the Borrower in good faith).

“Security Documents” shall mean the Mortgages, the Collateral Agreements, the Holdings Pledge Agreement, the DIP Order, and each of the security agreements, intellectual property security agreements, pledge agreements and other instruments and documents executed and delivered pursuant to any of the foregoing or pursuant to Section 5.10.

“Security Jurisdiction” shall mean each of (i) the United States, the Netherlands, Germany, France, Poland, Singapore, Hong Kong and Korea, (ii) each jurisdiction in which any Subsidiary which becomes a Loan Party pursuant to clause (h) of the definition of “Collateral and Guarantee Requirement” is organized or incorporated and (iii) each jurisdiction in which an approved or existing Borrower is organized or incorporated.

“Seller” shall mean Koninklijke Philips N.V., a public limited liability company incorporated under the laws of the Netherlands.

“Servicing Arrangement” shall mean each agreement or other arrangement under which the Borrower, a Subsidiary, a Special Purpose Securitization Subsidiary or an Affiliate thereof is engaged to service or manage Securitization Assets (or proceeds thereof) in connection with a Permitted

Securitization Financing, which servicing or management activities may include collection services in respect of Receivables Assets, the management of Securitization Assets and the sale and purchase thereof, and the administration of bank accounts.

“Similar Business” shall mean any business, the majority of whose revenues are derived from (i) business or activities conducted by the Borrower and its Subsidiaries on the Closing Date, (ii) any business that is a natural outgrowth or reasonable extension, development or expansion of any such business or any business similar, reasonably related, incidental, complementary or ancillary to any of the foregoing or (iii) any business that in the Borrower’s good faith business judgment constitutes a reasonable diversification of businesses conducted by the Borrower and its Subsidiaries.

“Singapore Collateral Agreements” shall mean the agreements set forth on Schedule 1.01(G) under the heading “Singapore Collateral Agreements”, which agreements shall be granted in accordance with the Agreed Guaranty and Security Principles, in each case as may be amended, restated, supplemented or otherwise modified from time to time.

“SOFR” shall mean a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” shall mean the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Borrowing” shall mean a Borrowing comprised of SOFR Loans.

“SOFR Loan” shall mean any Loan bearing interest at a rate based on Term SOFR in accordance with the provisions of Article II.

“Special Flood Hazard Area” shall have the meaning assigned to such term in Section 5.02(c).

“Special Purpose Securitization Subsidiary” shall mean (a) a direct or indirect Subsidiary of the Borrower established or designated by the Borrower as such in connection with a Permitted Securitization Financing for the purpose of (i) holding, transferring, borrowing against, servicing, providing financing for or providing a security interest in respect of Securitization Assets or interests therein or (ii) guaranteeing the obligations of a Special Purpose Securitization Subsidiary, and which in each case is organized in a manner (as determined by the Borrower in good faith) intended to reduce the likelihood that it would be substantively consolidated with Holdings, the Borrower or any of the Subsidiaries (other than Special Purpose Securitization Subsidiaries) in the event Holdings, the Borrower or any such Subsidiary becomes subject to a proceeding under the U.S. Bankruptcy Code (or other insolvency law) and (b) any subsidiary of a Special Purpose Securitization Subsidiary.

“Specified Lender Advisors” shall mean (v) Gibson, Dunn & Crutcher LLP, as legal counsel, (w) PJT Partners LP as financial advisor, (x) Loyens & Loeff N.V. as Netherlands legal counsel, (y) Roland Berger LP, as consultants and (z) any additional local counsel retained by the Required Lenders.

“Subagent” shall have the meaning assigned to such term in Section 8.02.

“Subordination Agreement” shall mean the Subordination Agreement, dated as of the date of this Agreement, by and among each Loan Party, the Subsidiaries of the Borrower from time to time party thereto, and the Administrative Agent, containing subordination terms in respect of the Intra-Group Liabilities and the Subordinated Liabilities (each as defined therein) substantially in the form of Exhibit K

or on substantially identical subordination terms or other subordination terms reasonably satisfactory to the Administrative Agent and the Borrower.

“Subsequent Target” shall have the meaning assigned to such term in Section 7.04.

“Subsequent Target Asset” shall have the meaning assigned to such term in Section 7.04.

“subsidiary” shall mean, with respect to any person (herein referred to as the “parent”), any corporation, partnership, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, directly or indirectly, owned, Controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Subsidiary” shall mean, unless the context otherwise requires, a subsidiary of the Borrower.

“Subsidiary Guarantee Agreement” shall mean the Subsidiary Guarantee Agreement dated as of the Closing Date as may be amended, restated, supplemented or otherwise modified from time to time, between each Subsidiary Loan Party party thereto and the Collateral Agent.

“Subsidiary Loan Party” shall mean (a) each Wholly Owned Subsidiary of the Borrower that is not an Excluded Subsidiary and (b) any other Subsidiary of the Borrower that may be designated by the Borrower (by way of delivering to the Collateral Agent the documents required to be delivered pursuant to the Collateral and Guarantee Requirement) in its sole discretion from time to time to be a guarantor in respect of the Obligations and the obligations in respect of the Loan Documents, whereupon such Subsidiary shall be obligated to comply with the applicable requirements of Section 5.10(d) as if it were newly acquired.

“Successor Case” shall mean, with respect to the Chapter 11 Cases, any subsequent proceedings under Chapter 7 of the Bankruptcy Code.

“Successor Company” shall have the meaning assigned to such term in Section 6.05(o).

“Tax Deduction Date” shall mean the date that the Netherlands, following a Change in Law, first imposes a deduction or withholding for or on account of Tax from payments under a Loan Document.

“Taxes” shall mean any and all present or future taxes, duties, levies, imposts, assessments, deductions, withholdings or other similar charges imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or other basis and any interest, fines, penalties or additions to tax with respect to the foregoing.

“Term SOFR” shall mean,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (Eastern time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark

Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to an ABR Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the “Base Rate Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (Eastern time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate SOFR Determination Day;

provided that if Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

“Term SOFR Administrator” shall mean CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“Term SOFR Reference Rate” shall mean the forward-looking term rate based on SOFR.

“Termination Date” shall mean the date on which (a) all Commitments shall have been terminated and (b) the principal of and interest on each Loan, all Fees and all other expenses or amounts payable under any Loan Document and all other Obligations shall have been paid in full (other than in respect of contingent indemnification and expense reimbursement claims not then due).

“Test Period” shall mean, on any date of determination, the period of four consecutive fiscal quarters of the Borrower then most recently ended (taken as one accounting period) for which financial statements have been (or were required to be) delivered pursuant to Section 5.04(a) or 5.04(b); provided that prior to the first date financial statements have been delivered pursuant to Section 5.04(a) or 5.04(b), the Test Period in effect shall be the four fiscal quarter period ended June 30, 2022.

“Third Party Funds” shall mean any segregated accounts or funds, or any portion thereof, received by Borrower or any of its Subsidiaries as agent on behalf of third parties in accordance with a written agreement that imposes a duty upon Borrower or one or more of its Subsidiaries to collect and remit those funds to such third parties.

“Transaction Expenses” shall mean any fees or expenses incurred or paid by the Borrower or any of its Subsidiaries or any of their Affiliates in connection with the Transactions, this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby.

“Transactions” shall mean, collectively, the transactions that occurred pursuant to the Loan Documents on the Closing Date, including (a) the execution, delivery and performance of the Loan

Documents, the creation of the Liens pursuant to the Security Documents, and the initial borrowings hereunder, (b) the Chapter 11 Cases and (c) the payment of the Transaction Expenses.

“Type” shall mean, when used in respect of any Loan or Borrowing, the Rate by reference to which interest on such Loan or on the Loans comprising such Borrowing is determined. For purposes hereof, the term “Rate” shall include Term SOFR and the ABR.

“UK Financial Institution” shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Undisclosed Administration” shall mean, in relation to a Lender or its direct or indirect parent company, the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official by a supervisory authority or regulator under or based on the law in the country where such Lender or such parent company is subject to home jurisdiction, if applicable law requires that such appointment not be disclosed.

“Uniform Commercial Code” shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction in the United States of America, to the extent it may be required to apply to any item or items of Collateral.

“Upper Tier Holding Company Debtors” means each Luminescence Cooperatief U.A. and Aegletes B.V.

“U.S. Bankruptcy Code” shall mean Title 11 of the United States Code, as amended, or any similar federal or state law for the relief of debtors.

“U.S. Collateral Agreement” shall mean the U.S. Collateral Agreement dated as of the Closing Date, as may be amended, restated, supplemented or otherwise modified from time to time, among each Subsidiary Loan Party party thereto and the Collateral Agent.

“U.S. Government Securities Business Day” shall mean any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Lender” shall mean any Lender other than a Foreign Lender.

“U.S. Loan Party” shall mean any Loan Party organized in a state of the United States of America.

“USA PATRIOT Act” shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107 56 (signed into law October 26, 2001)).

“Variance Testing Period” shall mean, as applicable, each of the First Testing Period, the Second Testing Period and, thereafter, each Rolling Four Week Testing Period ending on Friday of each calendar week ending thereafter.

“VAT” shall mean (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in clause (a) of this definition or imposed elsewhere.

“VAT Recipient” has the meaning set forth in Section 2.17(l).

“VAT Subject Party” has the meaning set forth in Section 2.17(l).

“VAT Supplier” has the meaning set forth in Section 2.17(l).

“Voting Stock” shall mean, with respect to any person, such person’s Equity Interests having the right to vote for the election of directors of such person under ordinary circumstances.

“Weighted Average Life to Maturity” shall mean, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

“Wholly Owned Subsidiary” of any person shall mean a subsidiary of such person, all of the Equity Interests of which (other than directors’ qualifying shares or nominee or other similar shares required pursuant to applicable law) are owned by such person or another Wholly Owned Subsidiary of such person. Unless the context otherwise requires, “Wholly Owned Subsidiary” shall mean a Subsidiary of the Borrower that is a Wholly Owned Subsidiary of the Borrower.

“Withdrawal Liability” shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Write-Down and Conversion Powers” shall mean, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02 Terms Generally. The definitions set forth or referred to in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” All references herein to Articles, Sections, Exhibits and Schedules shall

be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Except as otherwise expressly provided herein, any reference in this Agreement to any Loan Document shall mean such document as amended, restated, novated, extended, supplemented or otherwise modified from time to time. References to any matter being “permitted” under the Loan Documents shall include references to such matters not being prohibited or otherwise approved under the Loan Documents. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with IFRS, as in effect from time to time; provided, that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in IFRS or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in IFRS or in the application thereof, then such provision shall be interpreted on the basis of IFRS as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any changes resulting from the implementation of IFRS 16, any lease of the Borrower or the Subsidiaries, or of a special purpose or other entity not consolidated with the Borrower and its Subsidiaries at the time of its incurrence of such lease, that would be characterized as an operating lease prior thereto (whether such lease is entered into before or after the Closing Date) shall not constitute Indebtedness or a Capitalized Lease Obligation of the Borrower or any Subsidiary under this Agreement or any other Loan Document as a result of such changes in IFRS.

Section 1.03 Effectuation of Transactions. Each of the representations and warranties of the Borrower contained in this Agreement (and all corresponding definitions) are made after giving effect to the Transactions as shall have taken place on or prior to the date of determination, unless the context otherwise requires.

Section 1.04 [Reserved].

Section 1.05 [Reserved].

Section 1.06 [Reserved].

Section 1.07 Timing of Payment or Performance. Except as otherwise expressly provided herein, when the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day.

Section 1.08 Times of Day. Unless otherwise specified herein, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

Section 1.09 Holdings. From time to time after the Closing Date, Holdings may form one or more new Subsidiaries to become direct or indirect parent companies of the Borrower; provided that contemporaneously with the formation of the new direct parent company of the Borrower (an “Intermediate Holdings”), such person enters into supplements to the Holdings Guarantee and Pledge Agreements (or, at the option of such person, new Holdings Guarantee and Pledge Agreements in substantially similar form or such other form reasonably satisfactory to the Administrative Agent) duly executed and delivered on behalf of such person. Immediately after any Intermediate Holdings complying with the proviso in the foregoing sentence, the Guarantee incurred by the then existing Holdings of the Obligations shall automatically terminate and Holdings shall be released from its obligations and covenants under the Loan Documents, shall cease to be a Loan

Party and any Liens created by any Loan Documents on any assets or Equity Interests owned by Holdings shall automatically be released (unless, in each case, the Borrower shall elect in its sole discretion that such release of Holdings shall not be effective), and thereafter Intermediate Holdings shall be deemed to be Holdings for all purposes of this Agreement (until any additional Intermediate Holdings shall be formed in accordance with this Section 1.09).

Section 1.10 Guaranty and Security Principles. The Security Documents, the Subsidiary Guarantee Agreement and each other guaranty and security document delivered or to be delivered under this Agreement and any obligation to enter into such document or obligation in each case by any foreign Subsidiary shall be granted in accordance with the Agreed Guaranty and Security Principles set forth in Schedule 1.10, subject to the DIP Order.

Section 1.11 Interest Rates; Benchmark Notification. The interest rate on a Loan may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.14 provides a mechanism for determining an alternative rate of interest.

Without limiting the terms of Section 2.14, the Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and, without limiting the terms of Section 2.14, shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

Section 1.12 German Terms. With respect to a Loan Party organized or established under the laws of Germany (i) director or managing director means a “*Geschäftsführer*” or, in case of a stock corporation (*Aktiengesellschaft*), “*Vorstand*” of such Loan Party and (ii) board of directors shall refer to the directors or managing directors of such Loan Party.

Section 1.13 Dutch Terms. With respect to a Loan Party incorporated in the Netherlands, (i) a “winding-up”, “administration” or “dissolution” includes a Dutch entity being declared bankrupt (*failliet verklaard*) or dissolved (*ontbonden*), (ii) a “trustee in bankruptcy” or “administrative receiver” includes a curator, (iii) an “administrator” includes a *bewindvoerder*, (iv) a “moratorium” includes any suspension of payments proceedings (*surseance van betaling*) and a “moratorium declared” includes any suspensions of payments granted (*surseance verleend*), (v) an insolvency proceeding includes a Dutch entity having filed a notice under Section 36 of the Tax Collection Act of the Netherlands (*Invorderingswet 1990*) or Section 60 of the Social Insurance Financing Act of the Netherlands (*Wet Financiering Sociale Verzekeringen*) in conjunction with Section 36 of the Tax Collection Act of the Netherlands (*Invorderingswet 1990*) not being a payment

extension requested in accordance with the decree of the Dutch State Secretary of Finance of January 2022, nr. 2022 – 2085 (as amended from time to time) and any additional extension requested in accordance with such decree, (vi) a “Lien” includes any mortgage (*hypotheek*), pledge (*pandrecht*), right of retention (*recht van retentie*) and in general, any right in rem (*beperkt recht*), created for the purpose of granting security (*goederenrechtelijk zekerheidsrecht*), (vii) any action to authorize includes any action required to comply with the Dutch Works Councils Act (*Wet op de Ondernemingsraden*) and obtaining an unconditional positive advice from any competent works council, (viii) board of directors shall refer to the managing board (*bestuur*) and a director shall refer to a member of the management board (*bestuurder*), (ix) “gross negligence” includes a *beslag*, (x) wilful misconduct means *opzet*, and (xi) an “attachment” includes a *beslag*.

Section 1.14 French Terms. With respect to a Loan Party organized in France, (i) “acting in concert” has the meaning given in article L.233-10 of the French *Code de commerce*, (ii) “control” has the meaning given in article L.233-3 of the French *Code de commerce*, (iii) “financial assistance” has the meaning given in article L.225-216 of the French *Code de commerce*, (iv) “gross negligence” means “*faute lourde*”, (v) a “guarantee” includes any “*cautionnement*”, “*aval*” and any “*garantie*” which is independent from the indebtedness to which it relates, (vi) “merger” includes any “*fusion*” implemented in accordance with articles L.236-1 to L.236-24 of the French *Code de commerce*, (vii) a “reconstruction” includes, in relation to any company, any contribution of part of its business in consideration of shares (*apport partiel d'actifs*) and any demerger (*scission*) implemented in accordance with articles L.236-1 to L.236-24 of the French *Code de commerce*, (viii) a “security interest” includes any type of security (*sûreté réelle*), transfer or assignment by way of security and *fiducie-sûreté* and (ix) “willful misconduct” means “*dol*”.

Section 1.15 Polish Terms. In this Agreement, where it relates to a Loan Party organized or established under the laws of Poland, a reference to (a) a composition, assignment, reorganization or similar arrangement with any creditor includes (i) *postępowanie upadłościowe z możliwością zawarcia układu*, and (ii) *postępowanie restrukturyzacyjne* within the meaning of the Polish Restructuring Law of 15 May 2015 (consolidated text: Journal of Laws of 2016, item 297, as amended); (b) a compulsory manager, receiver or administrator includes a *sędzia komisarz, nadzorca sądowy, syndyk* or *zarządca przymusowy* established under art. 27 of the Polish Law on Registered Pledge and Pledge Register of 6 December 1996 (consolidated text: Journal of Laws of 2016, item 297, as amended) or art. 931 or art. 1064¹ of the Polish Civil Procedure Code of 17 November 1964 (consolidated text: Journal of Laws of 2016, item 1822, as amended); and (c) board of directors shall refer to the management board (*zarząd*).

Section 1.16 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE II

The Credits

Section 2.01 Commitments. Subject to the terms and conditions set forth herein:

(a) Subject to and upon the terms and conditions herein set forth, on or after the Closing Date, each Lender having a DIP Commitment agrees to make a loan or loans denominated in Dollars (each, a “DIP Loan”) to the Borrower (on a joint and several basis), in no more than two Borrowings (each, a “DIP Loan Borrowing”), which DIP Loans in the aggregate with respect to any Lender will not exceed any such Lender’s DIP Commitment and in the aggregate will not exceed the aggregate DIP Commitment as in effect as of the Closing Date. The first DIP Loan Borrowing (the “First DIP Loan Borrowing”) will be in an amount no greater than \$134,841,953.71. The second DIP Loan Borrowing (the “Second DIP Loan Borrowing”) will be in an amount no greater than \$40,158,046.29.

(b) Subject to the terms and conditions herein set forth, each Lender with a DDTL Commitment agrees to make Delayed Draw Term Loans (each date on which Delayed Draw Term Loans are funded being referred to herein as a “DDTL Borrowing Date”), to the Borrower at any time and from time to time during the DDTL Availability Period; provided that, after giving effect to any borrowing of the Delayed Draw Term Loans, (x) the aggregate amount of Delayed Draw Term Loans made by the Lenders shall not exceed the aggregate DDTL Commitments of the Lenders (as the same may be reduced from time to time), and (y) no Lender’s outstanding Delayed Draw Term Loans shall exceed such Lender’s DDTL Commitment (as the same may be reduced from time to time). The DDTL Facility is not a revolving credit facility and payments of principal on the Delayed Draw Term Loans shall permanently reduce the Delayed Draw Term Loans. The Borrower may request a Delayed Draw Term Loan in a minimum amount of \$250,000.

(c) For the avoidance of doubt, once funded, the Loans incurred under the First DIP Loan Borrowing, the Second DIP Loan Borrowing and the DDTL Borrowing shall, for all purposes of this Agreement and the other Loan Documents, constitute a single fungible tranche of Loans.

(d) Amounts of DIP Loans borrowed under Section 2.01(a) that are repaid or prepaid may not be reborrowed. Amounts of Delayed Draw Term Loans borrowed under Section 2.01(b) that are repaid or prepaid may not be reborrowed.

Section 2.02 Loans and Borrowings. (a) The DIP Loans shall be made by the Lenders ratably in accordance with their respective DIP Commitments. The Delayed Draw Term Loans shall be made by the Lenders ratably in accordance with their respective DDTL Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided, that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender’s failure to make Loans as required.

(b) Subject to Section 2.14, each Borrowing shall be comprised entirely of ABR Loans or SOFR Loans as the Borrower may request in accordance herewith. All Loans shall be denominated in Dollars. Each Lender at its option may make any ABR Loan or SOFR Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided, that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement and such Lender shall not be entitled to any amounts payable under Section 2.15 or 2.17 solely in respect of increased costs resulting from such exercise and existing at the time of such exercise.

(c) [Reserved].

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

Section 2.03 Requests for Borrowings. The Borrower shall notify the Administrative Agent of such request electronically (a) in the case of a SOFR Borrowing, not later than 12:00 noon, Local Time, three Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 12:00 noon, Local Time, one Business Day before the proposed Borrowing (or, in each case, such later timeframe as the Administrative Agent may be able to accommodate). Each such telephonic Borrowing Request shall be irrevocable (other than in the case of any notice given in respect of the Closing Date, which may be conditioned upon the entry of the DIP Order) and shall be confirmed promptly by hand delivery or electronic means to the Administrative Agent of a written Borrowing Request signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

- (i) whether such Borrowing is to be a Borrowing of DIP Loans or Delayed Draw Term Loans;
- (ii) the aggregate amount of the requested Borrowing;
- (iii) the date of such Borrowing, which shall be a Business Day;
- (iv) whether such Borrowing is to be an ABR Borrowing or a SOFR Borrowing;
- (v) in the case of a SOFR Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term “Interest Period”; and
- (vi) the location and number of the account to which funds are to be disbursed.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested SOFR Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month’s duration. Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender’s Loan to be made as part of the requested Borrowing.

Section 2.04 [Reserved].

Section 2.05 [Reserved].

Section 2.06 Funding of Borrowings. (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon, Local Time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account or accounts designated by the Borrower as specified in the Borrowing Request.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender’s share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with clause (a) of this Section 2.06 and may, in

reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand (without duplication) such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of a payment to be made by such Lender, the greater of (A) the Federal Funds Effective Rate and (B) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of a payment to be made by the Borrower, the interest rate applicable to ABR Loans at such time. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

Section 2.07 Interest Elections. (a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a SOFR Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a SOFR Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.07. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section 2.07, the Borrower shall notify the Administrative Agent of such election by telephone, by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic means to the Administrative Agent of a written Interest Election Request signed by the Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a SOFR Borrowing; and

(iv) if the resulting Borrowing is a SOFR Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a SOFR Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. If less than

all the outstanding principal amount of any Borrowing shall be converted or continued, then each resulting Borrowing shall be in an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum and satisfy the limitations specified in Sections 2.02(c) regarding the maximum number of Borrowings of the relevant Type.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender to which such Interest Election Request relates of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a SOFR Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if the Administrative Agent, at the written request (including a request through electronic means) of the Required Lenders (acting reasonably), so notifies the Borrower, then (i) no outstanding Borrowing may be converted to or continued as a SOFR Borrowing and (ii) unless repaid, each SOFR Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

Section 2.08 Termination and Reduction of Commitments.

(a) The DIP Commitments of each Lender as of the Closing Date shall be automatically and permanently reduced upon the funding of any DIP Loan by such Lender by the amount of such DIP Loan, and, if not previously funded, shall terminate in full on the last day of the Post-Closing DIP Loan Availability Period. The DDTL Commitment of each Lender shall be automatically and permanently reduced upon the funding of any Delayed Draw Term Loan by such Lender by the amount of such Delayed Draw Term Loan, and, if not previously funded, shall terminate in full on the last day of the DDTL Availability Period.

(b) The Borrower may at any time terminate, or from time to time reduce, the DIP Commitments in whole or in part without premium or penalty; provided, that each reduction of the DIP Commitments shall be in an amount that is an integral multiple of \$250,000 and not less than \$1,000,000 (or, if less, the remaining amount of the DIP Commitment); and provided, further, that the Administrative Agent shall have received not less than three (3) Business Days' prior written notice from the Borrower of the Borrower's election to reduce permanently the DIP Commitments, and the amount and date (which shall be a Business Day) of such reduction in the DIP Commitments.

(c) The Borrower may at any time terminate, or from time to time reduce, the DDTL Commitments in whole or in part without premium or penalty; provided, that each reduction of the DDTL Commitments shall be in an amount that is an integral multiple of \$250,000 and not less than \$1,000,000 (or, if less, the remaining amount of the DDTL Commitment); and provided, further, that the Administrative Agent shall have received not less than three (3) Business Days' prior written notice from the Borrower of the Borrower's election to reduce permanently the DDTL Commitments, and the amount and date (which shall be a Business Day) of such reduction in the DDTL Commitments.

Section 2.09 Repayment of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of the Loan of such Lender as provided in Section 2.10.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Facility and Type thereof and the Interest Period (if any) applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) any amount received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to clause (b) or (c) of this Section 2.09 shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided, that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans made by it be evidenced by a promissory note (a "Note"). In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender and its registered assigns and in a form approved by the Administrative Agent and reasonably acceptable to the Borrower. Thereafter, unless otherwise agreed to by the applicable Lender, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the payee named therein and its registered assigns.

Section 2.10 Repayment of Loans. (a) Subject to the other clauses of this Section 2.10 and to Section 9.08(e), to the extent not previously paid, outstanding Loans shall be due and payable on the Maturity Date.

(b) So long as the RSA is in full force and effect, upon substantial consummation of an Acceptable Chapter 11 Plan, subject to the satisfaction, or waiver, of the conditions set forth in each of such Acceptable Chapter 11 Plan and the Exit Facility Credit Agreement and otherwise substantially in accordance with the terms and conditions set forth in the Exit Facility Credit Agreement, and notwithstanding anything to the contrary herein or in any of the other Loan Documents, the Lenders and the Loan Parties acknowledge and agree that the Loans and other Obligations hereunder and under the other Loan Documents may be continued and/or converted into an exit term facility financing (the "Exit Conversion") as contemplated by the RSA and the Acceptable Chapter 11 Plan. Subject to the satisfaction or waiver by the Required Lenders of the conditions contained in the Exit Facility Credit Agreement, each Lender, severally and not jointly, hereby agrees to continue and/or convert (without any further action on the part of such Lender) its Loans hereunder outstanding on the substantial consummation of the Acceptable Chapter 11 Plan as loans and obligations (the "Exit Term Loan Facility") under, and subject entirely and exclusively to the terms and provisions of, the Acceptable Chapter 11 Plan, the RSA and the definitive documentation to be agreed by the Borrower and the Required Lenders (including a credit agreement governing the continuation and conversion of the Loans (the "Exit Facility Credit Agreement")) and related documentation to the extent that such documentation is substantially consistent with the terms of the corresponding Exit Term Loan Term Sheet included as part of the Chapter 11 Cases and otherwise in form and substance reasonably satisfactory to the Required Lenders and the Borrower and, with respect to operational and agency provisions and insofar as such terms affect the Administrative Agent or the Exit Agent, in their respective capacities as such, the Exit Agent and/or the Administrative Agent.

(c) Prepayment of the Loans from:

(i) all Net Proceeds pursuant to Section 2.11(b) shall be allocated to the Loans determined pursuant to Section 2.10(d) and 2.18(f) or (g), as applicable; provided, that any Lender, at its option, may elect to decline any such prepayment of any Loan held by it if it shall give written notice to the Administrative Agent thereof by 5:00 p.m. Local Time at least three Business Days prior to the date of such prepayment (any such Lender, a “Declining Lender”) and on the date of any such prepayment, any amounts that would otherwise have been applied to prepay Loans owing to Declining Lenders (such amounts, the “Declined Proceeds”) shall instead be retained by the Borrower for application for any purpose not prohibited by this Agreement, and

(ii) any optional prepayments of the Loans pursuant to Section 2.11(a) shall be applied to the remaining installments of the Loans as the Borrower may in each case direct.

(d) Any mandatory prepayment of Loans pursuant to Section 2.11(b) shall be applied so that the aggregate amount of such prepayment is allocated among the DIP Loans and Delayed Draw Term Loans pro rata based on the aggregate principal amount of outstanding DIP Loans and Delayed Draw Term Loans, if any. Prior to any prepayment of any Loan under any Facility hereunder, the Borrower shall select the Borrowing or Borrowings under the applicable Facility to be prepaid and shall notify the Administrative Agent by telephone (confirmed by electronic means) of such selection not later than 2:00 p.m., Local Time, (i) in the case of an ABR Borrowing, at least one Business Day before the scheduled date of such prepayment and (ii) in the case of a SOFR Borrowing, at least three Business Days before the scheduled date of such prepayment (or, in each case such shorter period acceptable to the Administrative Agent); provided, that a notice of prepayment may state that such notice is conditioned upon the effectiveness of other credit facilities, indentures or similar agreements or other transactions, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Each repayment of a Borrowing shall be applied ratably to the Loans included in the repaid Borrowing. All repayments of Loans shall be accompanied by accrued interest on the amount repaid to the extent required by Section 2.13(d).

Section 2.11 Prepayment of Loans. (a) The Borrower shall have the right at any time and from time to time to prepay any Loan in whole or in part, without premium or penalty (but subject to Section 2.16), in an aggregate principal amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum or, if less, the amount outstanding, subject to prior notice in accordance with Section 2.10(d).

(b) The Borrower shall apply all Net Proceeds promptly upon receipt thereof to prepay Loans in accordance with clauses (c) and (d) of Section 2.10.

(c) [Reserved].

(d) Notwithstanding any other provisions of this Section 2.11 to the contrary, (i) to the extent that any Net Proceeds of any Asset Sale by a Subsidiary or would otherwise be required to be applied pursuant to Section 2.11(b) but is prohibited, restricted or delayed by applicable local law from being repatriated to the Netherlands, the portion of such Net Proceeds so affected will not be required to be applied to repay Loans at the times provided in Section 2.11(b) but may be retained by the applicable Subsidiary for so long, but only so long, as the applicable local law will not permit repatriation to the Netherlands, and once such repatriation of any of such affected Net Proceeds is permitted under the applicable local law, such repatriation will be effected and such repatriated Net Proceeds will be promptly applied (net of additional Taxes payable or reserved against as a result thereof) to the repayment of the Loans pursuant to Section 2.11(b), to the extent provided therein, (ii) to the extent that the Borrower has determined in good faith that repatriation of any or all of such Net Proceeds that would otherwise be

required to be applied pursuant to Section 2.11(b) would have a material adverse Tax consequence with respect to such Net Proceeds, the Net Proceeds so affected may be retained by the applicable Subsidiary (the Borrower hereby agreeing to cause the applicable Subsidiary to promptly use commercially reasonable efforts to take all actions within the reasonable control of the Borrower that are reasonably required to eliminate such Tax effects), and (iii) to the extent that the Borrower has determined in good faith based on the advice of counsel that the repatriation of any or all of such Net Proceeds would give rise to a risk of liability for the directors of a Subsidiary, such Subsidiary may retain the Net Proceeds .

Section 2.12 Fees. (a) The Borrower agrees to pay to each Backstop Party (as defined in the RSA) a backstop fee (the "Backstop Fee") in an amount determined as set forth in the RSA. Such fees shall be fully earned by each such Backstop Party on the date of the Interim Order and shall be payable to each such Lender on the Plan Effective Date (as defined in the RSA), to be paid in the form of New Common Equity (as defined in the RSA).

(b) The Borrower agrees to pay to each Lender party to this Agreement as of the Closing Date, as compensation for the funding of such Lender's DIP Commitment, a participation fee (the "Participation Fee") in an amount determined as set forth in the RSA. Such fees shall be fully earned by each such Lender on the date of the Interim Order and shall be payable to each such Lender on the Plan Effective Date (as defined in the RSA), to be paid in the form of New Common Equity (as defined in the RSA).

(c) The Borrower agrees to pay to each Lender party to this Agreement as of the Closing Date an exit commitment fee (the "Exit Commitment Fee") in an amount determined as set forth in the RSA. Such fees shall be fully earned by each such Lender on the date of the Interim Order and shall be payable to each such Lender on the Plan Effective Date (as defined in the RSA), to be paid in the form of New Common Equity (as defined in the RSA).

(d) The Borrower agrees to pay to the Administrative Agent, for the account of the Administrative Agent, the "DIP Facility Administration Fee" as set forth in the Deutsche Bank Fee Letter, as may be amended, restated, supplemented or otherwise modified from time to time, at the times specified therein (the "Administrative Agent Fees").

(e) All Fees shall be paid on the dates due, in immediately available funds (to the extent payable in cash), to the Administrative Agent for distribution, if and as appropriate, among the Lenders. Once paid, none of the Fees shall be refundable under any circumstances.

(f) The parties agree that for U.S. federal income tax purposes (i) the Backstop Fee will be treated as option premium and (ii) the Participation Fee and the Exit Commitment Fee will be treated as either interest or original issue discount.

Section 2.13 Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at the ABR, plus the Applicable Margin.

(b) The Loans comprising each SOFR Borrowing shall bear interest at Term SOFR for the Interest Period in effect for such Borrowing plus the Applicable Margin.

(c) Notwithstanding the foregoing, during the continuance of an Event of Default, all overdue amounts owing hereunder shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of principal of any Loan, 2.00% plus the rate otherwise applicable to such Loan as provided in the preceding clauses of this Section 2.13 or (ii) in the case of any other amount, 2.00% plus the rate applicable to ABR Loans as provided in clause (a) of this Section 2.13; provided, that

this clause (c) shall not apply to any Event of Default that has been waived by the Lenders pursuant to Section 9.08.

(d) Accrued interest on each Loan shall be payable in arrears (i) on each Interest Payment Date for such Loan and (ii) on the Maturity Date; provided, that (A) interest accrued pursuant to clause (c) of this Section 2.13 shall be payable on demand, (B) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (C) in the event of any conversion of any SOFR Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the ABR at times when the ABR is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable ABR or Term SOFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

Section 2.14 Alternate Rate of Interest.

(a) Circumstances Affecting Benchmark Availability. Subject to clause (c) below, in connection with any request for a SOFR Loan or a conversion to or continuation thereof or otherwise, if for any reason (i) the Administrative Agent shall determine (which determination shall be conclusive and binding absent manifest error) that reasonable and adequate means do not exist for ascertaining Term SOFR for the applicable Interest Period with respect to a proposed SOFR Loan on or prior to the first day of such Interest Period or (ii) the Required Lenders shall determine (which determination shall be conclusive and binding absent manifest error) that Term SOFR does not adequately and fairly reflect the cost to such Lenders of making or maintaining such Loans during such Interest Period and, in the case of clause (ii), the Required Lenders have provided notice of such determination to the Administrative Agent, then, in each case, the Administrative Agent shall promptly give notice thereof to the Borrower. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to convert any Loan to or continue any Loan as a SOFR Loan, shall be suspended (to the extent of the affected SOFR Loans or the affected Interest Periods) until the Administrative Agent (with respect to clause (ii), at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (A) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or the affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Loans in the amount specified therein and (B) any outstanding affected SOFR Loans will be deemed to have been converted into ABR Loans at the end of the applicable Interest Period. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 2.16.

(b) Laws Affecting SOFR Availability. If, after the date hereof, the introduction of, or any change in, any applicable law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any of the Lenders (or any of their respective Lending Offices) with any request or directive (whether or not having the force of law) of any such Governmental Authority,

central bank or comparable agency, shall make it unlawful or impossible for any of the Lenders (or any of their respective Lending Offices) to honor its obligations hereunder to make or maintain any SOFR Loan, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate or Term SOFR, such Lender shall promptly give notice thereof to the Administrative Agent and the Administrative Agent shall promptly give notice to the Borrower and the other Lenders (an “Illegality Notice”). Thereafter, until each affected Lender notifies the Administrative Agent and the Administrative Agent notifies the Borrower that the circumstances giving rise to such determination no longer exist, (i) any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to convert any Loan to a SOFR Loan or continue any Loan as a SOFR Loan, shall be suspended and (ii) if necessary to avoid such illegality, the Administrative Agent shall compute ABR without reference to clause (c) of the definition of “ABR”. Upon receipt of an Illegality Notice, the Borrower shall, if necessary to avoid such illegality, upon demand from any Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all SOFR Loans to ABR Loans (in each case, if necessary to avoid such illegality, the Administrative Agent shall compute the ABR without reference to clause (c) of the definition of “ABR”), on the last day of the Interest Period therefor, if all affected Lenders may lawfully continue to maintain such SOFR Loans to such day, or immediately, if any Lender may not lawfully continue to maintain such SOFR Loans to such day. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 2.16.

(c) Benchmark Replacement Setting.

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 2.14(c)(i) will occur prior to the applicable Benchmark Transition Start Date.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.14(c)(iv). Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.14(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding

absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.14(c).

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (2) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, (A) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Loans and (B) any outstanding affected SOFR Loans will be deemed to have been converted to ABR Loans at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the ABR.

Section 2.15 Increased Costs. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender; or

(ii) subject any Lender to any Tax with respect to any Loan Document (other than (i) Taxes indemnifiable under Section 2.17 or (ii) Excluded Taxes); or

(iii) impose on any Lender or the London interbank market any other condition affecting this Agreement or SOFR Loans made by such Lender or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any SOFR Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law regarding capital requirements or liquidity has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as applicable, as specified in clause (a) or (b) of this Section 2.15 shall be delivered to the Borrower and shall be conclusive absent manifest error; provided, that any such certificate claiming amounts described in clause (x) or (y) of the definition of "Change in Law" shall, in addition, state the basis upon which such amount has been calculated and certify that such Lender's demand for payment of such costs hereunder, and such method of allocation is not inconsistent with its treatment of other borrowers which, as a credit matter, are similarly situated to the Borrower and which are subject to similar provisions. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Promptly after any Lender has determined that it will make a request for increased compensation pursuant to this Section 2.15, such Lender shall notify the Borrower thereof. Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.15 shall not constitute a waiver of such Lender's right to demand such compensation; provided, that the Borrower shall not be required to compensate a Lender pursuant to this Section 2.15 for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided, further, that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180 day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.16 Break Funding Payments. In the event of (a) the payment of any principal of any SOFR Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any SOFR Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow (other than due to the default of the relevant Lender), convert, continue or prepay any SOFR Loan on the date specified in any notice delivered pursuant hereto or (d) the assignment of any SOFR Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a SOFR Loan, such loss, cost or expense to any Lender shall be deemed to be the amount determined by such Lender (it being understood that the deemed amount shall not exceed the actual amount) to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such Loan had such event not occurred, at the Term SOFR rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue a SOFR Loan, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest that would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in the applicable currency of a comparable amount and period from other banks in the eurocurrency market. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.16 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

Section 2.17 Taxes. (a) Any and all payments made by or on behalf of a Loan Party under this Agreement or any other Loan Document shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes; provided, that if a Loan Party, the Administrative Agent or any other applicable withholding agent shall be required by applicable Requirement of Law to deduct or withhold any Taxes from such payments, then (i) the applicable withholding agent shall make such deductions or withholdings as are reasonably determined by the applicable withholding agent to be required by any applicable Requirement of Law, (ii) the applicable withholding agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority within the time allowed and in accordance with applicable Requirement of Law, and (iii) to the extent withholding or deduction is required to be made on account of Indemnified Taxes or Other Taxes, the sum payable by the Loan Party shall be increased as necessary so that after all required deductions and withholdings have been made (including deductions or withholdings applicable to additional sums payable under this Section 2.17) the Administrative Agent or any Lender, as applicable, receives an amount equal to the sum it would have received had no such deductions or withholdings been made. Whenever any Indemnified Taxes or Other Taxes are payable by a Loan Party, as promptly as possible thereafter, such Loan Party shall send to the Administrative Agent for its own account or for the account of a Lender, as the case may be, a certified copy of an official receipt (or other evidence acceptable to the Administrative Agent or such Lender, acting reasonably) received by the Loan Party showing payment thereof. Without duplication, after any payment of Taxes by any Loan Party or the Administrative Agent to a Governmental Authority as provided in this Section 2.17, the Borrower shall deliver to the Administrative Agent or the Administrative Agent shall deliver to the Borrower, as the case may be, a copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by applicable Requirements of Law to report such payment or other evidence of such payment reasonably satisfactory to the Borrower or the Administrative Agent, as the case may be.

(b) The Borrower shall timely pay any Other Taxes.

(c) The Borrower shall indemnify and hold harmless the Administrative Agent and each Lender within 15 Business Days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes imposed on the Administrative Agent or such Lender, as applicable, as the case may be (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17), and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate setting forth in reasonable detail the basis and calculation of the amount of such payment or liability delivered to the Borrower by a Lender or by the Administrative Agent (as applicable) on its own behalf or on behalf of a Lender shall be conclusive absent manifest error.

(d) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04 relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise

payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (d).

(e) Each Lender shall deliver to the Borrower and the Administrative Agent, at such time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law and such other reasonably requested information as will permit the Borrower or the Administrative Agent, as the case may be, to determine (A) whether or not any payments made hereunder or under any other Loan Document are subject to withholding of Taxes, (B) if applicable, the required rate of withholding or deduction, and (C) such Lender's entitlement to any available exemption from, or reduction of, any such withholding of Taxes in respect of any payments to be made to such Lender by any Loan Party pursuant to any Loan Document or otherwise to establish such Lender's status for withholding Tax purposes in the applicable jurisdiction. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements and to satisfy any such requirements. Notwithstanding anything to the contrary, the completion, execution and submission of such documentation shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(f) [Reserved].

(g) If any Lender or the Administrative Agent, as applicable, determines, in its sole discretion, that it has received a refund of an Indemnified Tax or Other Tax for which a payment has been made by a Loan Party pursuant to this Agreement or any other Loan Document, which refund in the good faith judgment of such Lender or the Administrative Agent, as the case may be, is attributable to such payment made by such Loan Party, then the Lender or the Administrative Agent, as the case may be, shall reimburse the Loan Party for such amount (net of all reasonable out-of-pocket expenses of such Lender or the Administrative Agent, as the case may be, and without interest other than any interest received thereon from the relevant Governmental Authority with respect to such refund) as the Lender or Administrative Agent, as the case may be, determines in its sole discretion to be the proportion of the refund as will leave it, after such reimbursement, in no better or worse position (taking into account expenses or any Taxes imposed on the refund) than it would have been in if the Indemnified Tax or Other Tax giving rise to such refund had not been imposed in the first instance; provided that the Loan Party, upon the request of the Lender or the Administrative Agent agrees to repay the amount paid over to the Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Lender or the Administrative Agent in the event the Lender or the Administrative Agent is required to repay such refund to such Governmental Authority. In such event, such Lender or the Administrative Agent, as the case may be, shall, at the Borrower's request, provide the Borrower with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant Governmental Authority (provided that such Lender or the Administrative Agent may delete any information therein that it reasonably deems confidential). A Lender or the Administrative Agent shall claim any refund that it determines is available to it, unless it concludes in its sole discretion that it would be adversely affected by making such a claim. No Lender nor the Administrative Agent shall be obliged to make available its Tax returns (or any other information relating to its Taxes that it reasonably deems confidential) to any Loan Party in connection with this clause (g) or any other provision of this Section 2.17.

(h) If the Borrower determines that a reasonable basis exists for contesting an Indemnified Tax or Other Tax for which a Loan Party has paid additional amounts or indemnification

payments, each affected Lender or Agent, as the case may be, shall use reasonable efforts to cooperate with the Borrower as the Borrower may reasonably request in challenging such Tax. The Borrower shall indemnify and hold each Lender and Agent harmless against any reasonable out-of-pocket expenses incurred by such person in connection with any request made by the Borrower pursuant to this Section 2.17(h). Nothing in this Section 2.17(h) shall obligate any Lender or Agent to take any action that such person, in its sole judgment, determines may result in a material detriment to such person. Any resulting refund shall be governed by Section 2.17(g).

(i) [Reserved].

(j) If a payment made to any Lender or any Agent under this Agreement or any other Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender or such Agent were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender or such Agent shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to (i) identify the status under FATCA of that Lender and (ii) comply with their obligations under FATCA, to determine whether such Lender has or has not complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 2.17(j), "FATCA" shall include any amendments made to FATCA after the Closing Date.

(k) If the Administrative Agent or any Lender becomes a party to this Agreement after a Tax Deduction Date, it shall, prior to becoming a party to this Agreement, inform the Administrative Agent and Borrower whether it is: (i) not a Qualifying Lender; or (ii) a Qualifying Lender. If the Administrative Agent or any Lender fails to indicate its status in accordance with this paragraph (j), then the Administrative Agent or such Lender shall be treated for the purposes of this Agreement (including by each Loan Party) as if it is not a Qualifying Lender until such time as it notifies the Administrative Agent (or in the case of the Administrative Agent, notifies the Borrower) which category applies (and the Administrative Agent, upon receipt of such notification, shall inform the relevant Loan Party).

(l) (i) All amounts set out or expressed in any Loan Document to be payable by any party to any Loan Document (for the purposes of this Section 2.17(l), a "party") to any recipient that (in whole or in part) constitute the consideration for any supply for VAT purposes shall be deemed to be exclusive of any VAT that is chargeable on such supply. Subject to clause (ii) below, if VAT is or becomes chargeable on any supply made by any recipient to any party under any Loan Document and such recipient is required to account to the relevant tax authority for such VAT, such party shall pay to such recipient (in addition to and at the same time as paying any other consideration for such supply), an amount equal to the amount of such VAT (and such recipient shall promptly provide an appropriate VAT invoice to such party).

(ii) If VAT is or becomes chargeable on any supply made by any recipient (the "VAT Supplier") to any other recipient (the "VAT Recipient") under any Loan Document, and any party other than the VAT Recipient (the "VAT Subject Party") is required by the terms of any Loan Document to pay an amount equal to the consideration for such supply to

the VAT Supplier (rather than being required to reimburse or indemnify the VAT Recipient in respect of such consideration):

(1) to the extent the VAT Supplier is the person required to account to the relevant tax authority for the VAT, the VAT Subject Party shall also pay to the VAT Supplier (in addition to and at the same time as paying such amount) an amount equal to the amount of such VAT, and the VAT Recipient shall, where this clause (1) applies, promptly pay to the VAT Subject Party an amount equal to any credit or repayment the VAT Recipient receives from the relevant tax authority which the VAT Recipient reasonably determines relates to the VAT chargeable on such supply; and

(2) to the extent the VAT Recipient is the person required to account to the relevant tax authority for the VAT, the VAT Subject Party shall promptly, following demand from the VAT Recipient, pay to the VAT Recipient an amount equal to the VAT chargeable on such supply but only to the extent that the VAT Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of such VAT.

(iii) Where a Loan Document requires any party to reimburse or indemnify any recipient for any cost or expense, such party shall reimburse or indemnify (as the case may be) such recipient for the full amount of such cost or expense, including such part thereof as represents VAT, except to the extent that such recipient reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(iv) Any reference in this Section 2.17(l) to any party shall, at any time when such party is treated as a member of a group or unity (or fiscal unity) for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person that is treated at that time as making the supply, or (as appropriate) receiving the supply, under the grouping rules (provided for in Article 11 of Council Directive 2006/112/EC (or as implemented by the relevant member state of the European Union) or any other similar provision in any jurisdiction that is not a member state of the European Union) so that a reference to a party shall be construed as a reference to such party or the relevant group or unity (or fiscal unity) of which such party is a member for VAT purposes at the relevant time or the relevant representative member (or head) of such group or unity (or fiscal unity) at the relevant time (as the case may be).

(v) In relation to any supply made by a Party to any other Party under any Loan Document, if reasonably requested by that Party, such other Party must promptly provide such Party with details of such other Party's VAT registration and such other information as is reasonably requested in connection with such Party's VAT reporting requirements in relation to such supply.

(m) The agreements in this Section 2.17 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable under any Loan Document.

For purposes of this Section 2.17, the terms "applicable law" and "applicable Requirement of Law" include FATCA.

Section 2.18 Payments Generally; Pro Rata Treatment; Sharing of Set-offs. (a) Unless otherwise specified, the Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or of amounts payable under Sections 2.15, 2.16 or 2.17, or otherwise) prior to 2:00 p.m., Local Time, on the date when due, in immediately available funds. Each such payment shall be made without condition or deduction for any defense, recoupment, set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have

been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to the applicable account designated to the Borrower by the Administrative Agent, except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.05 shall be made directly to the persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other person to the appropriate recipient promptly following receipt thereof. Except as otherwise expressly provided herein, if any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments made under the Loan Documents shall be made in Dollars. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(b) Subject to Section 7.03, if at any time insufficient funds are received by and available to the Administrative Agent from the Borrower to pay fully all amounts of principal, interest and fees then due from the Borrower hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due from the Borrower hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due from the Borrower hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of, or interest on, any of its Loans, resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans, and accrued interest thereon than the proportion received by any other Lender entitled to receive the same proportion of such payment, then the Lender receiving such greater proportion shall purchase participations in the Loans of such other Lenders to the extent necessary so that the benefit of all such payments shall be shared by all such Lenders entitled thereto ratably in accordance with the principal amount of each such Lender's respective Loans and accrued interest thereon; provided, that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this clause (c) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to 2.06 or 2.18(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

(f) Pre-Default Allocation of Payments. At all times when Section 2.18(g) does not apply (either because (x) an Event of Default has not occurred or has ceased to be continuing or (y) the Required Lenders have not elected to apply Section 2.18(g) during the continuance of an Event of Default) and except as otherwise expressly provided herein, monies to be applied to the Obligations and the Pre-Petition Obligations, whether arising from payments by the Loan Parties, realization on Collateral, setoff or otherwise, shall be allocated as follows (subject, in all respects, to regularly scheduled payments of interest, the Carve-Out and the other terms of the DIP Order):

(i) First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest, but including fees and expenses of the Administrative Agent's advisors payable under the Loan Documents) payable to the Agents in their capacity as such pursuant to any Loan Document, until Full Payment;

(ii) Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders pursuant to any Loan Document (including fees and expenses of Specified Lender Advisors payable hereunder), ratably among them in proportion to the amounts described in this clause (ii) payable to them, until Full Payment;

(iii) Third, to pay interest and principal due in respect of all Loans, until Full Payment;

(iv) Fourth, to the payment of all other Obligations of the Loan Parties that are due and payable to the Agents and the other Secured Parties (other than any Defaulting Lenders) on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Agents and the other Secured Parties (other than any Defaulting Lenders) on such date, until Full Payment;

(v) Fifth, ratably to pay any Obligations that are that are due and payable to Defaulting Lenders in cash, until Full Payment;

(vi) Sixth, subject to applicable law, including the U.S. Bankruptcy Code, and to any Bankruptcy Court approvals, if required, to the Pre-Petition Agents for the payment of the Pre-Petition Obligations in accordance with the Pre-Petition Loan Documents; and

(vii) Last, the balance, if any, to the Borrowers or as otherwise required by applicable law or DIP Order.

Amounts shall be applied to each category of Obligations set forth above until Full Payment thereof and then to the next category. If amounts are insufficient to satisfy a category, they shall be applied on a pro rata basis among the Obligations in the category.

(g) Post-Default Allocation of Payments. Notwithstanding anything herein to the contrary, after the occurrence and during the continuation of an Event of Default, the Required Lenders

may elect that monies to be applied to the Obligations, whether arising from payments by the Loan Parties, realization on Collateral, setoff or otherwise, shall, to the extent elected by the Required Lenders (in writing to the Administrative Agent), be allocated as follows (subject, in all respects, to the Carve-Out and the other terms of the DIP Order):

(i) First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest, but including fees and expenses of Administrative Agent's advisors payable under the Loan Documents) payable to the Agents pursuant to any Loan Document in their capacity as such, until Full Payment;

(ii) Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders pursuant to any Loan Document (including fees and expenses of the Specified Lender Advisors payable hereunder), ratably among them in proportion to the amounts described in this clause (ii) payable to them, until Full Payment;

(iii) Third, to pay interest and principal due in respect of all Loans, until Full Payment;

(iv) Fourth, to the payment of all other Obligations of the Loan Parties that are due and payable to the Agents and the other Secured Parties (other than any Defaulting Lenders) in cash on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Agents and the other Secured Parties (other than any Defaulting Lenders) on such date, until Full Payment;

(v) Fifth, ratably to pay any Obligations owing to Defaulting Lenders, until Full Payment;

(vi) Sixth, subject to applicable law, including the U.S. Bankruptcy Code, and to any Bankruptcy Court approvals, if required, to the Pre-Petition Agents for the payment of the Pre-Petition Obligations in accordance with the Pre-Petition Loan Documents; and

(vii) Last, the balance, if any, after Full Payment of the Obligations, to the Borrowers or as otherwise required by any applicable law or the DIP Order.

Amounts shall be applied to each category of Obligations set forth above until Full Payment thereof and then to the next category. The allocations set forth in this Section 2.18(g) may be changed by agreement among the Administrative Agent and the Lenders without the consent of any Loan Party and are subject to Section 2.21 (regarding Defaulting Lenders). If amounts are insufficient to satisfy a category, they shall be applied on a pro rata basis among the Obligations in the category. Appropriate adjustments shall be made with respect to payments from other Loan Parties to preserve the allocation to Obligations otherwise set forth above in this Section 2.18(g). For the avoidance of doubt, nothing contained in this Agreement shall relieve or waive payment of the Pre-Petition Obligations in accordance with the Pre-Petition Loan Documents.

Section 2.19 Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.15, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17 or any event that gives rise to the operation of Section 2.20, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and

obligations hereunder to another of its offices, branches or Affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17 or mitigate the applicability of Section 2.20, as applicable, in the future and (ii) would not subject such Lender to any material unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender in any material respect. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.15 or gives notice under Section 2.20 or (ii) the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require any such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent, to the extent consent would be required under Section 9.04(b) for an assignment of Loans or Commitments, as applicable, which consent, in each case, shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15, payments required to be made pursuant to Section 2.17 or a notice given under Section 2.20, such assignment will result in a reduction in such compensation or payments and (iv) in the case of any such assignment resulting from a notice given under Section 2.20, such assignment will result in the Borrower having access to SOFR Loans denominated in Dollars. No action by or consent of the removed Lender shall be necessary in connection with such assignment, which shall be immediately and automatically effective upon payment of such purchase price. In connection with any such assignment the Borrower, Administrative Agent, such removed Lender and the replacement Lender shall otherwise comply with Section 9.04, provided, that if such removed Lender does not comply with Section 9.04 within one Business Day after the Borrower's request, compliance with Section 9.04 shall not be required to effect such assignment.

(c) If any Lender (such Lender, a "Non-Consenting Lender") has failed to consent to a proposed amendment, waiver, discharge or termination which pursuant to the terms of Section 9.08 requires the consent of all of the Lenders affected and with respect to which the Required Lenders shall have granted their consent, then the Borrower shall have the right (unless such Non-Consenting Lender grants such consent) at its sole expense (including with respect to the processing and recordation fee referred to in Section 9.04(b)(ii)(B)) to replace such Non-Consenting Lender by requiring such Non-Consenting Lender to (and any such Non-Consenting Lender agrees that it shall, upon the Borrower's request) assign its Loans and its Commitments (or, at the Borrower's option, the Loans and Commitments under the Facility that is the subject of the proposed amendment, waiver, discharge or termination) hereunder to one or more assignees reasonably acceptable to the Administrative Agent (with the approval of the Required Lenders) (unless such assignee is a Lender, an Affiliate of a Lender or an Approved Fund); provided, that: (a) all Obligations of the Borrower owing to such Non-Consenting Lender being replaced shall be paid in full to such Non-Consenting Lender concurrently with such assignment, (b) the replacement Lender shall purchase the foregoing by paying to such Non-Consenting Lender a price equal to the principal amount thereof plus accrued and unpaid interest thereon and the replacement Lender, and (c) the replacement Lender shall grant its consent with respect to the applicable proposed amendment, waiver, discharge or termination. No action by or consent of the Non-Consenting Lender shall be necessary in connection with such assignment, which shall be immediately and automatically effective upon payment of such purchase price. In connection with any such assignment the Borrower,

Administrative Agent, such Non-Consenting Lender and the replacement Lender shall otherwise comply with Section 9.04; provided, that if such Non-Consenting Lender does not comply with Section 9.04 within one Business Day after the Borrower's request, compliance with Section 9.04 shall not be required to effect such assignment.

Section 2.20 Illegality. If any Lender reasonably determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted after the Closing Date that it is unlawful, for any Lender or its applicable Lending Office to make or maintain any SOFR Loans, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligations of such Lender to make or continue SOFR Loans or to convert ABR Borrowings to SOFR Borrowings shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall upon demand from such Lender (with a copy to the Administrative Agent), all SOFR Borrowings of such Lender to ABR Borrowings, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Borrowings to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so converted.

Section 2.21 Defaulting Lender. (a) *Defaulting Lender Adjustments*. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) *Waivers and Amendments*. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definitions of "Required Lenders".

(ii) *Defaulting Lender Waterfall*. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, following an Event of Default or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.06 shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder, second, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent, third, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement, fourth, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, fifth, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, and sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender to this Section 2.21 shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(b) *Defaulting Lender Cure*. If the Borrower and the Administrative Agent agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties

hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase at par that portion of outstanding Delayed Draw Term Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held pro rata by the Lenders in accordance with their Commitments, whereupon such Lender will cease to be a Defaulting Lender; provided that, no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Section 2.22 Reorganization Matters.

(a) The Chapter 11 Cases were commenced on the Petition Date in accordance with applicable law and proper notice thereof was given for (x) the motion seeking approval of the Interim Order and (y) the hearing for the entry of the Interim Order. The Debtors shall give, on a timely basis as specified in the DIP Orders, all notices required to be given to all parties specified in the DIP Orders.

(b) After entry of the Interim Order, and pursuant to and to the extent permitted in the Interim Order (and the Final Order, when applicable), the Obligations will constitute allowed superpriority administrative expense claims in the Chapter 11 Cases having priority over all administrative expense claims and unsecured claims against each Loan Party that is a Debtor now existing or hereafter arising of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(1) of the Bankruptcy Code, subject only to the Carve-Out and the priorities set forth in the Interim Order or the Final Order, as applicable.

(c) After entry of the Interim Order (and the Final Order when applicable) and pursuant to and to the extent provided in the Interim Order and the Final Order, as applicable, the Obligations will be secured by a valid and perfected first priority Lien on all of the Collateral, (i) encumbered by no Liens other than Liens permitted by Section 6.02 and (ii) prior and superior to any other Person or Lien, in each case, other than the Carve-Out and Prior Senior Liens (as defined in the DIP Order), and subject to the priorities set forth in the Interim Order or the Final Order, as applicable.

(d) The Interim Order (with respect to the period prior to the entry of the Final Order) or the Final Order (with respect to the period on and after the entry of the Final Order), as the case may be, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), modified or amended without the written consent of the Administrative Agent and the Required DIP Lenders.

(e) Notwithstanding the provisions of Section 362 of the Bankruptcy Code and subject to the applicable provisions of the Interim Order or the Final Order, as the case may be, upon the Maturity Date (whether by acceleration or otherwise), the Administrative Agent and Lenders shall be entitled to immediate payment of such Obligations in full in cash and to enforce any of the rights or remedies provided for hereunder or under applicable law, without further notice, motion or application to, hearing before, or order by the Bankruptcy Court.

Section 2.23 Super-Priority Nature of Obligations and Administrative Agent's Liens;
Payment of Obligations

(a) The priority of the Obligations and the Collateral Agent's liens on the Collateral, claims and other interests shall be senior to the liens on the Pre-Petition Collateral securing the Pre-Petition Obligations and, with respect to the Debtors, shall be as set forth in the DIP Order.

(b) Subject to the applicable provisions of the DIP Order, upon the maturity (whether by acceleration or otherwise) of any of the Obligations under this Agreement or any of the other Loan Documents, the Administrative Agent and the Lenders shall be entitled to immediate payment of such Obligations in full in cash without application to or order of the Bankruptcy Court.

ARTICLE III

Representations and Warranties

On the date of each Credit Event, the Borrower represents and warrants to each of the Lenders that:

Section 3.01 Organization; Powers. Except as set forth on Schedule 3.01, each of Holdings, the Borrower and each of the Subsidiaries (a) is a partnership, limited liability company, corporation, company or other entity duly organized or incorporated, validly existing and in good standing (or, if applicable in a foreign jurisdiction, enjoys the equivalent status under the laws of any jurisdiction of organization outside the United States of America) under the laws of the jurisdiction of its organization or incorporation, (b) has all requisite power and authority to own its property and assets (or in the case of a Loan Party which is a Dutch limited partnership (*commanditaire vennootschap*), its property and assets are owned by its general partner (*beherend vennoot*) in its capacity of general partner of such limited partnership) and to carry on its business as now conducted, (c) is qualified to do business in each jurisdiction where such qualification is required, except where the failure so to qualify would not reasonably be expected to have a Material Adverse Effect, and (d) has the power and authority to execute, deliver and perform its obligations under each of the Loan Documents and each other agreement or instrument contemplated thereby to which it is or will be a party and, in the case of the Borrower, to borrow and otherwise obtain credit hereunder.

Section 3.02 Authorization. The execution, delivery and performance by the Borrower and each of the Subsidiary Loan Parties and, in the case of Section 3.02(a) and 3.02(b)(i)(B), Holdings, of each of the Loan Documents to which it is a party and the borrowings hereunder (a) have been duly authorized by all corporate, stockholder, shareholder, partnership, limited liability company action or similar action required to be obtained by Holdings, the Borrower and such Subsidiary Loan Parties (or in the case of Lumileds Poland S.A., will be duly authorized by all applicable corporate, stockholder, shareholder, partnership, limited liability company action or similar action within the time period set forth in Schedule 5.12) and (b) will not (i) violate (A) any provision of law, statute, rule or regulation applicable to Holdings, the Borrower or any such Subsidiary Loan Party, (B) the certificate or articles of incorporation, articles of association (*statuten*) or other constitutive documents (including any partnership, limited liability company or operating agreements) or by-laws of Holdings, the Borrower, or any such Subsidiary Loan Party, (C) any applicable order of any court or any rule, regulation or order of any Governmental Authority applicable to the Borrower or any such Subsidiary Loan Party or (D) any provision of any indenture, certificate of designation for preferred stock, agreement or other instrument to which the Borrower or any such Subsidiary Loan Party is a party or by which any of them or any of their property is or may be bound,

(ii) result in a breach of or constitute (alone or with due notice or lapse of time or both) a default under, give rise to a right of or result in any cancellation or acceleration of any right or obligation (including any payment) under any such indenture, certificate of designation for preferred stock, agreement or other instrument, where any such conflict, violation, breach or default referred to in clause (i) or (ii) of this Section 3.02(b), would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or (iii) result in the creation or imposition of any Lien upon or with respect to (x) any property or assets now owned or hereafter acquired by the Borrower or any such Subsidiary Loan Party, other than the Liens created by the Loan Documents and Permitted Liens, or (y) any Equity Interests of the Borrower now owned or hereafter acquired by Holdings, other than Liens created by the Loan Documents or Liens permitted by Article VIA.

Section 3.03 Enforceability. This Agreement has been duly executed and delivered by Holdings and the Borrower and constitutes, and each other Loan Document when executed and delivered by the Borrower and each Subsidiary Loan Party that is party thereto and the Holdings Guarantee and Pledge Agreements when executed and delivered by Holdings will constitute, a legal, valid and binding obligation of such Loan Party enforceable against the Borrower, such Subsidiary Loan Party and Holdings, as applicable, in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), (iii) implied covenants of good faith and fair dealing, (iv) any foreign laws, rules and regulations as they relate to pledges of Equity Interests of Subsidiaries organized outside of the United States that are not Loan Parties, registrations, filings, notices or other actions or steps required to be made under any foreign laws, rules and regulations in order to perfect security created by the Security Documents or in order to achieve the relevant priority for all Liens created by such Security Documents, in each case, in the Equity Interests of any Subsidiary organized outside of the United States that are not Loan Parties and (v) the Legal Reservations.

Section 3.04 Governmental Approvals. No action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required for the execution, delivery or performance of each Loan Document to which the Borrower or any Subsidiary Loan Party is a party, except for (a) the filing of Uniform Commercial Code financing statements (or an equivalent filing in foreign jurisdictions), (b) filings with the United States Patent and Trademark Office and the United States Copyright Office and comparable offices in foreign jurisdictions and equivalent filings in foreign jurisdictions, (c) recordation of the Mortgages, (d) if applicable, approvals or advice from any works council having jurisdiction over the transactions contemplated by the Loan Documents, (e) such as have been made or obtained and are in full force and effect, (f) such actions, consents and approvals the failure of which to be obtained or made would not reasonably be expected to have a Material Adverse Effect and (g) filings or other actions listed on Schedule 3.04 and any other filings, stampings, registrations, notarizations or notifications required by the Security Documents (including the registration of the Singapore Collateral Agreements with the Accounting and Corporate Regulatory Authority in Singapore within the prescribed statutory period), required to perfect security created by the Security Documents or required to achieve the relevant priority for all Liens created by such Security Documents.

Section 3.05 Financial Statements. Except as set forth on Schedule 3.05, the audited consolidated balance sheets of Borrower, and related statements of income, statements of equity and statements of cash flows of Borrower, as of the end of and for the periods ending December 31, 2019, December 31, 2020 and December 31, 2021, in each case present fairly in all material respects the consolidated financial position of the Borrower at the respective dates of said information, statements and results of operations for the respective periods covered thereby.

Section 3.06 No Material Adverse Effect. Other than as a result of the Chapter 11 Cases or as otherwise disclosed in the first day declaration in the Chapter 11 Cases, since December 31, 2021, there has been no event or circumstance that, individually or in the aggregate with other events or circumstances, has had or would reasonably be expected to have a Material Adverse Effect.

Section 3.07 Title to Properties; Possession Under Leases. (a) Each of the Borrower and the Subsidiaries (or in the case of a Dutch Subsidiary which is a limited partnership (*commanditaire vennootschap*), its general partner in its capacity as general partner of such limited partnership and in the name of the partnership) has valid title in fee simple or local equivalent to, or valid leasehold interests in, or easements or other limited property interests in, all its Real Properties (including all Mortgaged Properties) and has valid title to its personal property and assets, in each case, free and clear of Liens except for Permitted Liens and except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties and assets for their intended purposes and except where the failure to have such title would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Equity Interests of the Borrower owned by Holdings are free and clear of Liens, other than Liens permitted by Article VIA.

(b) Other than as a result of the Chapter 11 Cases, the Borrower and each of the Subsidiaries have complied with all material obligations under all leases to which it is a party, except where the failure to comply would not reasonably be expected to have a Material Adverse Effect, and all such leases are in full force and effect, except leases in respect of which the failure to be in full force and effect would not reasonably be expected to have a Material Adverse Effect.

(c) As of the Closing Date, none of the Borrower and the Subsidiaries has received any written notice of any pending or contemplated condemnation proceeding affecting any material portion of the Mortgaged Properties identified on Schedule 1.01(E) or any sale or disposition thereof in lieu of condemnation that remains unresolved as of the Closing Date, except as set forth on Schedule 3.07(c).

(d) As of the Closing Date, none of the Borrower and its Subsidiaries is obligated under any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Mortgaged Property identified on Schedule 1.01(E) or any interest therein, except as permitted under Section 6.02 or 6.05 or as would not reasonably be expected to have a Material Adverse Effect.

(e) Schedule 1.01(E) lists each Material Real Property owned by any Loan Party as of the Closing Date.

Section 3.08 Subsidiaries. (a) Schedule 3.08(a) sets forth as of the Closing Date the name and jurisdiction of incorporation, formation or organization of each Subsidiary of the Borrower and, as to each such Subsidiary, the percentage of each class of Equity Interests owned by the Borrower or by any such Subsidiary.

(b) As of the Closing Date, other than as contemplated by the RSA and the Acceptable Chapter 11 Plan, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors (or entities controlled by directors) and shares held by directors (or entities controlled by directors)) relating to any Equity Interests of the Borrower or any of the Subsidiaries, except as set forth on Schedule 3.08(b).

Section 3.09 Litigation; Compliance with Laws. Except as set forth on Schedule 3.09:

(a) Except for the Chapter 11 Cases, there are no actions, suits or proceedings at law or in equity or by or on behalf of any Governmental Authority or in arbitration now pending, or, to the knowledge of the Borrower, threatened in writing against the Borrower or any of the Subsidiaries or any business, property or rights of any such person (including those that involve any Loan Document) that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) None of the Borrower, the Subsidiaries and their respective properties or assets is in violation of (nor will the continued operation of their material properties and assets as currently conducted violate) any law, rule or regulation (including any zoning, building, ordinance, code or approval or any building permit, but excluding any Environmental Laws, which are the subject of Section 3.16) or any restriction of record or agreement affecting any Mortgaged Property, or is in default with respect to any judgment, writ, injunction or decree of any Governmental Authority, where such violation or default would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.10 Federal Reserve Regulations. Neither the making of any Loan (or the extension of any Letter of Credit) hereunder nor the use of the proceeds thereof will violate the provisions of Regulation T, Regulation U or Regulation X of the Board.

Section 3.11 Investment Company Act. None of Holdings, the Borrower and the Subsidiaries is required to be registered as an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

Section 3.12 Use of Proceeds. The Borrower will use the proceeds of the Loans made on the Closing Date solely in accordance with the Approved DIP Budget and the DIP Orders, and solely for the following purposes: (A) to pay reasonable and documented transaction costs, fees and expenses that are incurred in connection with the restructuring or Chapter 11 Cases, (B) for working capital and general corporate purposes of the Loan Parties and, subject to the Approved DIP Budget and the terms and provisions of the Loan Documents, the ordinary course operating needs of their direct and indirect subsidiaries, and (C) to make adequate protection payments (if any) in accordance with the Approved DIP Budget and the DIP Order. Notwithstanding the foregoing, no portion or proceeds of the Loans, the Carve-Out or the Collateral or the Pre-Petition Collateral may be used in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation, including, without limitation, any proceeding to determine (x) the amount, validity, perfection or priority of any security interest in favor of the DIP Lenders or the Pre-Petition Secured Parties or (y) the amount, validity or enforceability of the obligations of the Loan Parties under the DIP Loans or the Pre-Petition Credit Agreement or any guarantees thereof, or challenges (whether in accordance with the DIP Order or otherwise) against any of the Secured Parties, the Pre-Petition Agents or the other Pre-Petition Secured Parties, the Administrative Agent or the Lenders, or in respect of the Pre-Petition Obligations or any of the Liens securing such Pre-Petition Obligations, other than up to \$50,000 in connection with the investigation by an official committee of unsecured creditors, if any, within the challenge period set forth in the DIP Order, of claims, causes of action, adversary proceedings or other litigation or challenges against the Pre-Petition Agents or the other Pre-Petition Secured Parties solely concerning the validity, enforceability, perfection, priority or extent of the Pre-Petition Obligations and the liens securing such Pre-Petition Obligations. The use of proceeds of the DIP Facility shall in all cases be in accordance with the DIP Budget (including any permitted variances).

Section 3.13 Taxes. Except as set forth on Schedule 3.13:

(a) Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect or is excused by the Bankruptcy Court or as a result of the filing of the Chapter 11 Cases, the Borrower and each of the Subsidiaries has filed or caused to be filed all federal,

state, local and foreign Tax returns required to have been filed by it (including in its capacity as withholding agent) and each such Tax return is true and correct;

(b) Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, the Borrower and each of the Subsidiaries has timely paid or caused to be timely paid all Taxes shown to be due and payable by it on the returns referred to in clause (a) and all other Taxes or assessments (or made adequate provision (in accordance with IFRS) for the payment of all Taxes due), except Taxes or assessments that are being contested in good faith by appropriate proceedings in accordance with Section 5.03 and for which the Borrower or any of the Subsidiaries (as the case may be) has set aside on its books adequate reserves in accordance with IFRS; and

(c) Other than as would not be, individually or in the aggregate, reasonably expected to have a Material Adverse Effect, as of the Closing Date, with respect to the Borrower and each of the Subsidiaries, there are no claims being asserted in writing with respect to any Taxes.

Section 3.14 No Material Misstatements. (a) All written factual information (other than the Projections, forward looking information and information of a general economic nature or general industry nature) (the “Information”) concerning the Borrower, the Subsidiaries, the Transactions, and any other transactions contemplated hereby prepared by or on behalf of the foregoing or their representatives and made available to any Lenders or the Administrative Agent in connection with the Transactions, or the other transactions contemplated hereby, when taken as a whole, was true and correct in all material respects, as of the date such Information was furnished to the Lenders and as of the Closing Date and did not, taken as a whole, contain any untrue statement of a material fact as of any such date or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole, not materially misleading in light of the circumstances under which such statements were made (giving effect to all supplements and updates provided thereto).

(b) The Projections and other forward looking information and information of a general economic nature prepared by or on behalf of the Borrower or any of its representatives and that have been made available to any Lenders or the Administrative Agent in connection with the Transactions, or the other transactions contemplated hereby have been prepared in good faith based upon assumptions believed by the Borrower to be reasonable as of the date thereof (it being understood that such Projections are as to future events and are not to be viewed as facts, such Projections are subject to significant uncertainties and contingencies and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and that no assurance can be given that the projected results will be realized), as of the date such Projections and information were furnished to the Lenders.

Section 3.15 Employee Benefit Plans. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect: (i) no ERISA Event has occurred or is reasonably expected to occur; and (ii) all Foreign Pension Plans have been maintained and funded in accordance with all applicable laws.

Section 3.16 Environmental Matters. Except as set forth on Schedule 3.16 or as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) no written notice, request for information, order, complaint or penalty has been received by the Borrower or any of its Subsidiaries, and there are no judicial, administrative or other actions, suits or proceedings pending or, to the Borrower’s knowledge, threatened which allege a violation of or liability under any Environmental Laws, in each case relating to the Borrower or any of its Subsidiaries, (ii) each of the Borrower and its Subsidiaries has all permits, licenses and any other approvals of any Governmental Authority necessary for its respective business, properties and operations to comply with all Environmental

Laws (“Environmental Permits”) and is in compliance with the terms of such Environmental Permits and with all other Environmental Laws, (iii) no Hazardous Material is located at, on or under any property currently or, to the Borrower’s knowledge, formerly owned, operated or leased by the Borrower or any of its Subsidiaries that would reasonably be expected to give rise to any cost, liability or obligation of the Borrower or any of its Subsidiaries under any Environmental Laws or Environmental Permits, and no Hazardous Material has been generated, used, treated, stored, handled, disposed of, controlled, transported or Released at any location in a manner that would reasonably be expected to give rise to any cost, liability or obligation of the Borrower or any of its Subsidiaries under any Environmental Laws or Environmental Permits, (iv) there are no agreements in which the Borrower or any of its Subsidiaries has assumed or undertaken responsibility for any known or reasonably likely liability or obligation of any other person arising under or relating to Environmental Laws, which in any such case has not been made available to the Administrative Agent prior to the Closing Date, and (v) there has been no material written environmental assessment or audit conducted (other than customary assessments not revealing anything that would reasonably be expected to result in a Material Adverse Effect), by or on behalf of the Borrower or any of the Subsidiaries of any property currently or, to the Borrower’s knowledge, formerly owned, operated or leased by the Borrower or any of the Subsidiaries that has not been made available to the Administrative Agent prior to the Closing Date.

Section 3.17 Security Documents. Subject to entry of the Interim Order, (a) each Collateral Agreement will be effective to create (to the extent described therein and subject, in the case of Collateral Agreements governed by the laws of a jurisdiction located outside of the United States of America, to the Legal Reservations, the Agreed Guaranty and Security Principles with respect to any foreign Loan Party, exceptions set forth in the Collateral and Guarantee Requirement and any perfection requirements set out in the Collateral Agreements) in favor of the Collateral Agent (for the benefit of the Secured Parties), in each case, a legal, valid and enforceable security interest which such Security Document purports to create in the Collateral described therein and proceeds thereof. As of the Closing Date, in the case of the Pledged Collateral described in the Collateral Agreements, when certificates or promissory notes, as applicable, representing such Pledged Collateral and required to be delivered under the terms set forth in the applicable Collateral Agreement are delivered to the Collateral Agent, and in the case of the other Collateral described in such applicable Collateral Agreement (other than the Intellectual Property), when financing statements and other filings are filed or registered, as applicable, in the applicable offices or system of registration and other actions described in the Collateral Agreements are taken in applicable foreign jurisdictions, the Collateral Agent (for the benefit of the Secured Parties) shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral (to the extent intended to be created thereby and required to be perfected under the Loan Documents and, in each case, subject to the Legal Reservations, the Agreed Guaranty and Security Principles with respect to any foreign Loan Party, any exceptions set forth in the Collateral and Guarantee Requirement and any perfection requirements set out in the Collateral Agreements) and, subject to Section 9-315 of the New York Uniform Commercial Code (or similar laws in applicable foreign jurisdictions), the proceeds thereof, as security for the Obligations to the extent perfection can be obtained by filing Uniform Commercial Code financing statements (or similar financing statements or filings or other actions described in the Collateral Agreements in applicable foreign jurisdictions), in each case prior and superior in right to the Lien of any other person (except Permitted Liens).

(b) When the U.S. Collateral Agreement or an ancillary document thereunder is properly filed and recorded in the United States Patent and Trademark Office and the United States Copyright Office, and, with respect to Collateral in which a security interest cannot be perfected by such filings, upon the proper filing of the financing statements referred to in clause (a) above, the Collateral Agent (for the benefit of the Secured Parties) shall have a fully perfected (subject to exceptions arising from defects in the chain of title, which defects in the aggregate do not constitute a Material Adverse Effect hereunder) Lien on, and security interest in, all right, title and interest of the Loan Parties thereunder

in the material United States Intellectual Property included in the Collateral (but, in the case of the United States registered copyrights included in the Collateral, only to the extent such United States registered copyrights are listed in such ancillary document filed with the United States Copyright Office) listed in such ancillary document, in each case prior and superior in right to the Lien of any other person, except for Permitted Liens (it being understood that subsequent recordings in the United States Patent and Trademark Office and the United States Copyright Office may be necessary to perfect a Lien on material registered trademarks and patents, trademark and patent applications and registered copyrights acquired by the Loan Parties after the Closing Date).

(c) The Mortgages executed and delivered after the Closing Date pursuant to Section 5.10 shall be effective to create (to the extent described therein and subject, in the case of Mortgages governed by the laws of a jurisdiction located outside of the United States of America, to the Legal Reservations, the Agreed Guaranty and Security Principles with respect to any foreign Loan Party, exceptions set forth in the Collateral and Guaranty Requirement and any perfection requirements set out in the Mortgages) in favor of the Collateral Agent (for the benefit of the Secured Parties) legal, valid and enforceable Liens on all of the Loan Parties' rights, titles and interests in and to the Mortgaged Property thereunder and the proceeds thereof, and when such Mortgages are filed or recorded in the proper real estate filing or recording offices, and all relevant mortgage taxes and recording charges are duly paid, the Collateral Agent (for the benefit of the Secured Parties) shall have valid Liens with record notice to third parties on, and security interests in, all rights, titles and interests of the Loan Parties in such Mortgaged Property (to the extent intended to be created thereby and required to be perfected under the Loan Documents and, in each case, subject to the Legal Reservations, the Agreed Guaranty and Security Principles with respect to any foreign Loan Party, any exceptions set forth in the Collateral and Guaranty Requirement and any perfection requirements set out in the Mortgages) and, to the extent applicable, subject to Section 9-315 of the Uniform Commercial Code (or similar laws in applicable foreign jurisdictions), the proceeds thereof, in each case prior and superior in right to the Lien of any other person, except for Permitted Liens.

(d) Notwithstanding anything herein (including this Section 3.17) or in any other Loan Document to the contrary, no Borrower or any other Loan Party makes any representation or warranty as to the effects of perfection or non-perfection, the priority or the enforceability of any pledge of or security interest in any Equity Interests of any Subsidiary, or as to the rights and remedies of the Agents or any Lender with respect thereto, under foreign law (other than laws of a Security Jurisdiction).

Section 3.18 Location of Real Property. The Perfection Certificate lists correctly, in all material respects, as of the Closing Date all Material Real Property owned by the Borrower and the Subsidiary Loan Parties and the addresses thereof. As of the Closing Date, the Borrower and the Subsidiary Loan Parties own in fee simple (or local equivalent) all the Real Property set forth as being owned by them in the Perfection Certificate except to the extent set forth therein.

Section 3.19 [Reserved].

Section 3.20 Labor Matters. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes pending or threatened against the Borrower or any of the Subsidiaries; (b) the hours worked and payments made to employees of the Borrower and the Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable law dealing with such matters; and (c) all payments due from the Borrower or any of the Subsidiaries or for which any claim may be made against the Borrower or any of the Subsidiaries, on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of the Borrower or such Subsidiary to the extent required by IFRS. Except as, individually or in the aggregate, would not reasonably be expected to have a Material

Adverse Effect, the consummation of the Transactions will not give rise to a right of termination or right of renegotiation on the part of any union under any material collective bargaining agreement to which the Borrower or any of the Subsidiaries (or any predecessor) is a party or by which the Borrower or any of the Subsidiaries (or any predecessor) is bound.

Section 3.21 Insurance. Schedule 3.21 sets forth a true, complete and correct description, in all material respects, of all material insurance (excluding any title insurance) maintained by or on behalf of the Borrower or the Subsidiaries as of the Closing Date. As of such date, such insurance is in full force and effect.

Section 3.22 No Default. No Default or Event of Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

Section 3.23 Intellectual Property; Licenses, Etc. Except as would not reasonably be expected to have a Material Adverse Effect or as set forth in Schedule 3.23, (a) the Borrower and its Subsidiaries own, or possess the right to use, all Intellectual Property necessary for the Borrower and its Subsidiaries to carry on their business, (b) to the knowledge of the Borrower, no products as manufactured or sold by the Borrower and its Subsidiaries or other operations of the Borrower and its Subsidiaries infringe or violate the Intellectual Property of any person in any material respect, and (c) no claim or litigation regarding any of the Intellectual Property owned by the Borrower and its Subsidiaries is pending at the Closing Date and material to the Borrower and its Subsidiaries.

Section 3.24 Senior Debt. The Obligations constitute “Senior Debt” (or the equivalent thereof) under the documentation governing any Material Indebtedness of any Loan Party permitted to be incurred hereunder constituting Indebtedness that is subordinated in right of payment to the Obligations.

Section 3.25 USA PATRIOT Act; OFAC.

(a) The Borrower and each Subsidiary Loan Party is in compliance in all material respects with the material provisions of the USA PATRIOT Act, and, at least three Business Days prior to the Closing Date, the Borrower has provided to the Administrative Agent all information related to the Loan Parties (including names, addresses and tax identification numbers (if applicable)) reasonably requested in writing by the Administrative Agent not less than ten (10) Business Days prior to the Closing Date and mutually agreed to be required under “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act, to be obtained by the Administrative Agent or any Lender.

(b) Subject to Section 3.25(c) below, none of Holdings, the Borrower or any of its Subsidiaries nor, to the knowledge of the Borrower, any director, officer, agent or employee of the Borrower or any of the Subsidiaries is (or is a majority owned or controlled by persons that are) (i) currently the target of any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”) or the U.S. State Department, the European Union or relevant member states of the European Union, the United Nations Security Council or Her Majesty’s Treasury (“Sanctions”) or (ii) located, organized or resident in a country or territory that is the target of Sanctions broadly prohibiting dealings with such country or territory (“Sanctioned Country”). Subject to Section 3.25(c) below, the Borrower will not directly or indirectly use the proceeds of the Loans or otherwise make available such proceeds to any person, for the purpose of financing the activities of any person that is, at the time of such financing, the target of any Sanctions or for the purpose of funding, financing or facilitating any activities, business or transaction with or in any Sanctioned Country, to the extent such activities, businesses or transaction would be prohibited for persons required to comply with Sanctions laws and regulations administered by the United States, including OFAC and the U.S. State Department,

the United Nations Security Council, Her Majesty's Treasury, the European Union or relevant member states of the European Union (collectively, the "Sanctions Laws"), or in any manner that would result in the violation of any Sanctions Laws applicable to any party hereto.

(c) (A) The statements contained in this Section 3.25 made by any Subsidiary resident in Germany (*Inländer*) within the meaning of section 2 paragraph 15 of the German Foreign Trade Act (*Außenwirtschaftsgesetz*), (i) are only made to the extent such relevant representation and/or warranty does not result in a violation of or conflict with section 7 of the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung*), and (ii) with respect to any such Subsidiary as to which Council Regulation (EC) 2271/1996 applies, are only made to the extent such relevant representation and/or warranty does not result in a violation of or conflict with any provision of Council Regulation (EC) 2271/1996, and (B) the representations and warranties contained in this Section 3.25 given by any Loan Party to any Lender resident in Germany (*Inländer*) within the meaning of section 2 para. 15 of the German Foreign Trade Act (*Außenwirtschaftsgesetz*) are made only to the extent that any Lender resident in Germany (*Inländer*) within the meaning of section 2 para. 15 of the German Foreign Trade Act (*Außenwirtschaftsgesetz*) would be permitted to make such representation and warranties pursuant to section 7 of the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung*). In connection with any amendment, waiver, determination or direction relating to any part of this Section 3.25(c) of which a Lender does not have the benefit, the Commitments of that Lender will be excluded for the purpose of determining whether the consent of the Required Lenders has been obtained or whether the determination or direction by the Required Lenders has been made.

Section 3.26 Foreign Corrupt Practices Act. Holdings, the Borrower and its Subsidiaries and, to the knowledge of the Borrower, the directors, officers, agents and employees of the Borrower and its Subsidiaries, are in compliance with the U.S. Foreign Corrupt Practices Act of 1977 and similar laws of all jurisdictions in which the Borrower or any of its Subsidiaries conduct their business and to which they are lawfully subject ("Anti-Corruption Laws"), in each case, in all material respects. No part of the proceeds of the Loans made hereunder will be used in violation of any Anti-Corruption Law, including to make any unlawful bribe, influence payment, kickback or other unlawful payment.

Section 3.27 Senior Debt. The Obligations constitute "senior debt" (or the equivalent thereof) under the documentation governing any Indebtedness of any Loan Party permitted to be incurred hereunder constituting Indebtedness that is subordinated in right of payment to the Obligations. The Obligations are senior in right of payment to and senior with respect to Liens incurred pursuant to the Pre-Petition First Lien Credit Agreement, in accordance with the DIP Order and Section 9.31 of the Pre-Petition First Lien Credit Agreement.

ARTICLE IV

Conditions of Lending

The obligations of the Lenders to make Loans (a "Credit Event") are subject to the satisfaction (or waiver in accordance with Section 9.08) of the following conditions:

Section 4.01 All Credit Events. On the date of each Borrowing:

(a) The Administrative Agent shall have received, in the case of a Borrowing, a Borrowing Request as required by Section 2.03 (or a Borrowing Request shall have been deemed given in accordance with the last paragraph of Section 2.03).

(b) In the case of each Credit Event, subject to Section 7.04, the representations and warranties set forth in the Loan Documents shall be true and correct in all material respects as of such date, in each case, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date).

(c) In the case of each Borrowing or other Credit Event that occurs after the Closing Date, at the time of and immediately after such Borrowing, no Event of Default or Default shall have occurred and be continuing.

(d) In the case of the DDTL Borrowing, (i) (A) the Debtors have not obtained authority from the Bankruptcy Court to maintain the Receivables Factoring Facility or (B) Credit Agricole has failed to continue performing under the Receivables Factoring Facility (as defined in the RSA) and (ii) the Bankruptcy Court shall have entered a Final Order by the applicable Milestone.

(e) The making of such Loan shall not violate any material applicable requirement of law and shall not be enjoined, temporarily, preliminarily or permanently.

(f) The Interim Order or Final Order, as the case may be, shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect without the consent of the Required Lenders and the Administrative Agent.

(g) Each Borrowing and other Credit Event shall be deemed to constitute a representation and warranty by the Borrower on the date of such Borrowing, issuance, amendment, extension or renewal as applicable, as to the matters specified in paragraphs (b) through (g) of this Section 4.01.

Section 4.02 Conditions Precedent to Borrowing on the Closing Date. The initial Borrowing of the DIP Loans under this Agreement on the Closing Date is subject to the satisfaction of the following conditions precedent, except as otherwise agreed between the Borrowers, the Required Lenders and the Administrative Agent:

(a) Credit Documents. The Administrative Agent (or its counsel) (on behalf of the Lenders) shall have received, in form and substance satisfactory to the Administrative Agent and the Required Lenders:

(i) this Agreement, executed and delivered by a Responsible Officer of Holdings and the Borrower;

(ii) the Holdings Guarantee Agreement and the Subsidiary Guarantee Agreement, executed and delivered by a Responsible Officer of each Guarantor, as applicable;

(iii) except as set forth in Schedule 5.12, each of the Security Documents, executed and delivered by a Responsible Officer of the applicable Loan Parties and the Collateral Agent;

(iv) a copy of the Approved DIP Budget;

(v) a copy of the Pre-Petition Credit Agreement Amendment; and

(vi) the Deutsche Bank Fee Letter.

(b) Collateral.

(i) The Interim Order shall have been entered by the Bankruptcy Court in form and substance satisfactory to the Required Lenders and shall not have been vacated, reversed, modified, amended or stayed.

(ii) Except for any items referred to on Schedule 5.12, all outstanding Equity Interests, regardless of the form of the Equity Interests (other than Excluded Securities), in the Borrower and each Guarantor required to be pledged pursuant to the Security Documents shall have been pledged pursuant thereto, and the Collateral Agent shall have received the certificates representing the Equity Interests in and of the Borrower and each Guarantor to the extent required to be delivered under the Security Documents and pledged under the Security Documents to the extent certificated, accompanied by instruments of transfer and undated stock powers or allonges endorsed in blank.

(iii) Except as set forth in Schedule 5.12 (which, for the avoidance of doubt, shall override the applicable clauses of the definition of “Collateral and Guarantee Requirement”) and subject to the grace periods and post-closing periods set forth in such definition, the Collateral and Guarantee Requirement shall be satisfied (or waived) as of the Closing Date.

(iv) All Uniform Commercial Code financing statements required to be filed, registered or recorded to create the Liens intended to be created by any Security Document and perfect such Liens to the extent required by such Security Document shall have been delivered to the Administrative Agent (with a copy to the Specified Lender Advisors), and shall be in proper form, for filing, registration or recording.

(v) Except to the extent referred to on Schedule 5.12, the Collateral Agent shall have received customary evidence that all insurance required to be maintained pursuant to Section 5.02 has been obtained as in effect, together with certificates of insurance and endorsements required pursuant to Section 5.02.

(vi) Provisions reasonably satisfactory to the Administrative Agent and the Required Consenting First Lien Lenders (as defined in the RSA) for the payment of all fees and taxes for filings described in this Section 4.02(b) shall have been duly made.

(c) [Reserved].

(d) Closing Certificates. The Specified Lender Advisors and the Administrative Agent shall have received a certificate of each of (x) Holdings, the Borrower and the other Guarantors, dated as of the Closing Date, executed by a Responsible Officer and the Secretary or any Assistant Secretary of Holdings, the Borrower and each Guarantor, as applicable, and attaching the documents referred to in Section 4.02(e) and (y) a Responsible Officer of Holdings certifying compliance with Section 4.02(h) and (j).

(e) Authorization of Proceedings of Holdings, the Borrowers and the Guarantors; Corporate Documents. The Specified Lender Advisors and the Administrative Agent shall have received (i) a copy of the resolutions of the board of directors (or a duly authorized committee thereof) or managing member, as applicable, of Holdings, the Borrower and each other Guarantor (other than the shareholder resolutions of Lumileds Poland S.A., which shall be adopted following the Closing Date within the time period set forth on Schedule 5.12) authorizing (a) the execution, delivery, and performance of the Loan

Documents (and any agreements relating thereto) to which it is a party and (b) in the case of the Borrower, the extensions of credit contemplated hereunder, (ii) the certificate of incorporation and by-laws, certificate of formation and operating agreement or other comparable organizational documents, as applicable, of Holdings, the Borrower and each other Guarantor, and (iii) signature and incumbency certificates (or other comparable documents evidencing the same) of the authorized officers of Holdings, the Borrower and each other Guarantor executing the Loan Documents to which it is a party.

(f) Fees. Each Specified Lender Advisor and Agent Counsel shall have received from the Debtors payment in full in cash of all reasonable and documented fees and expenses invoiced by such Specified Lender Advisor and Agent Counsel, as applicable (which may be paid out of the proceeds of the Loan to be made on the Closing Date). For the avoidance of doubt, all prepetition fees of the Specified Lender Advisors shall be paid in full pursuant to the terms of the RSA.

(g) Funding Coordination Fees. Deutsche Bank Securities Inc. shall have received payment in full of the Funding Coordination Fee set forth in the Deutsche Bank Fee Letter.

(h) Representations and Warranties; No Default. (a) On the Closing Date, all representations and warranties made by any Loan Party contained herein or in the other Loan Documents shall be true and correct in all material respects (provided, that any such representations which are qualified by materiality, material adverse effect or similar language shall be true and correct in all respects) and (b) no Default or Event of Default shall have occurred or be continuing.

(i) USA Patriot Act. The Administrative Agent and the Lenders shall have received such documentation and other information about the Borrowers and the Guarantors as shall have been reasonably requested by the Administrative Agent or Lenders (at least 5 Business Days prior to the Closing Date) and as required by U.S. regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the USA Patriot Act.

(j) No Material Adverse Effect. Other than as a result of the Chapter 11 Cases or as otherwise disclosed in the first day declaration in the Chapter 11 Cases, since December 31, 2021, there has not occurred any event, occurrence, effect, fact, condition, change or development that has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(k) [Reserved].

(l) Material Litigation. There shall exist no action, suit, investigation, litigation or proceeding pending or (to the knowledge of the Loan Parties) threatened in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases and any action, suit, investigation or proceeding arising from the commencement and continuation of the Chapter 11 Cases or the consequences that would normally result from the commencement and continuation of the Chapter 11 Cases) that is not stayed and could reasonably be expected to result in a Material Adverse Effect (any such action, suit, investigation, litigation or proceeding, a “Material Litigation”).

(m) Governmental and Third Party Consents. All necessary governmental and third party consents and approvals necessary in connection with the DIP Facility and the transactions contemplated thereby shall have been obtained (without the imposition of any materially adverse conditions that are not acceptable to the Required Consenting First Lien Lenders (as defined in the RSA))

and shall remain in effect; and the making of the loans under the DIP Facility shall not violate any material applicable requirement of law and shall not be enjoined temporarily, preliminarily or permanently.

(n) RSA. The Consenting Investors and the Consenting First Lien Term Lenders (each as defined in the RSA) shall have entered into the RSA. The RSA shall be in full force and effect as of the Closing Date and shall not have been amended or modified other than in accordance with its terms.

(o) Chapter 11 Cases. The Chapter 11 Cases shall have been commenced by Debtors and the same shall each be a debtor and a debtor in possession. All first-day motions and related orders (including, without limitation, any motions related to the DIP Facility, cash management and any critical vendor or supplier motions) entered by the Bankruptcy Court in the Chapter 11 Cases shall, in each case, be in form and substance satisfactory to the Administrative Agent and Required Consenting First Lien Lenders (as defined in the RSA).

For purposes of determining compliance with the conditions specified in this Section 4.01 on the Closing Date, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

ARTICLE V

Affirmative Covenants

The Borrower and (with respect to Sections 5.01(a), 5.06 and 5.10(a), (f) and (g)) Holdings covenants and agrees with each Lender that, until the Termination Date, unless the Required Lenders shall otherwise consent in writing, the Borrower and (with respect to Sections 5.01(a), 5.06 and 5.10(a), (f) and (g)) Holdings will, and will cause each of the Subsidiaries to:

Section 5.01 Existence; Business and Properties. (a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence, except, in the case of a Subsidiary of the Borrower, where the failure to do so would not reasonably be expected to have a Material Adverse Effect, and except as otherwise permitted under Section 6.05 and Article VIA, and except for the liquidation or dissolution of Subsidiaries if the assets of such Subsidiaries to the extent they exceed estimated liabilities are acquired by the Borrower or a Wholly Owned Subsidiary of the Borrower in such liquidation or dissolution; provided, that Subsidiary Loan Parties may not be liquidated into Subsidiaries that are not Loan Parties (except in each case as permitted under Section 6.05).

(b) Except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, do or cause to be done all things necessary to (i) lawfully obtain, preserve, renew, extend and keep in full force and effect the permits, franchises, authorizations, Intellectual Property, licenses and rights with respect thereto necessary to the normal conduct of its business, and (ii) at all times maintain, protect and preserve all property necessary to the normal conduct of its business and keep such property in good repair, working order and condition (ordinary wear and tear excepted), from time to time make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith, if any, may be properly conducted at all times (in each case except as permitted by this Agreement).

Section 5.02 Insurance. (a) Maintain, with financially sound and reputable insurance companies, insurance (subject to customary deductibles and retentions) in such amounts and against such risks as are customarily maintained by similarly situated companies engaged in the same or similar businesses operating in the same or similar locations, cause the Collateral Agent to be listed as a co-loss payee on property and casualty policies with respect to Mortgaged Property located in the United States of America and use commercially reasonable efforts to cause the Collateral Agent to be listed as an additional insured on liability policies. Notwithstanding the foregoing, the Borrower and the Subsidiaries may self-insure with respect to such risks with respect to which companies of established reputation engaged in the same general line of business in the same general area usually self-insure.

(b) Except as the Administrative Agent may agree in its reasonable discretion, cause all such property and casualty insurance policies with respect to the Mortgaged Property located in the United States of America to be endorsed or otherwise amended to include a “standard” or “New York” lender’s loss payable endorsement, in form and substance reasonably satisfactory to the Administrative Agent, deliver a certificate of an insurance broker to the Collateral Agent; cause each such policy covered by this clause (b) to provide that it shall not be cancelled or not renewed upon less than 30 days’ prior written notice thereof by the insurer to the Collateral Agent; deliver to the Collateral Agent, prior to or concurrently with the cancellation or nonrenewal of any such policy of insurance covered by this clause (b), a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent), or insurance certificate with respect thereto, together with evidence satisfactory to the Administrative Agent of payment of the premium therefor, in each case of the foregoing, to the extent customarily maintained, purchased or provided to, or at the request of, lenders by similarly situated companies in connection with credit facilities of this nature.

(c) If any portion of any Mortgaged Property located in the United States of America is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a special flood hazard area (each a “Special Flood Hazard Area”) with respect to which flood insurance has been made available under the Flood Insurance Laws, (i) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (ii) deliver to the Collateral Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent, including a copy of the flood insurance policy and declaration page relating thereto.

(d) In connection with the covenants set forth in this Section 5.02, it is understood and agreed that:

(i) the Administrative Agent, the Collateral Agent, the Lenders and their respective agents or employees shall not be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 5.02, it being understood that (A) the Loan Parties shall look solely to their insurance companies or any other parties other than the aforesaid parties for the recovery of such loss or damage and (B) such insurance companies shall have no rights of subrogation against the Administrative Agent, the Collateral Agent, the Lenders or their agents or employees. If, however, the insurance policies, as a matter of the internal policy of such insurer, do not provide waiver of subrogation rights against such parties, as required above, then each of Holdings and the Borrower, on behalf of itself and behalf of each of its Subsidiaries, hereby agrees, to the extent permitted by law, to waive, and further agrees to cause each of their Subsidiaries to waive, its right of recovery, if any, against the Administrative Agent, the Collateral Agent, the Lenders and their agents and employees;

(ii) the designation of any form, type or amount of insurance coverage by the Collateral Agent (including acting in the capacity as the Collateral Agent) under this Section 5.02 shall in no event be deemed a representation, warranty or advice by the Collateral Agent or the Lenders that such insurance is adequate for the purposes of the business of Holdings, the Borrower and the Subsidiaries or the protection of their properties; and

(iii) the amount and type of insurance that the Borrower and its Subsidiaries has in effect as of the Closing Date satisfies for all purposes the requirements of this Section 5.02.

Section 5.03 Taxes. Pay its obligations in respect of all Tax liabilities, assessments and governmental charges, before the same shall become delinquent or in default, except where (i) the amount or validity thereof is being contested in good faith by appropriate proceedings and the Borrower or a Subsidiary thereof has set aside on its books adequate reserves therefor in accordance with IFRS or (ii) the failure to make payment could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.04 Financial Statements, Reports, etc. Furnish to the Administrative Agent (which will promptly furnish such information to the Lenders):

(a) within 90 days after the end of each fiscal year, a consolidated balance sheet and related statements of operations, cash flows and owners' equity showing the financial position of the Borrower and its Subsidiaries as of the close of such fiscal year and the consolidated results of their operations during such year and setting forth in comparative form the corresponding figures for the prior fiscal year, which consolidated balance sheet and related statements of operations, cash flows and owners' equity shall be accompanied by customary management's discussion and analysis and audited by independent public accountants of recognized national standing and accompanied by an opinion of such accountants (which opinion shall not be qualified as to scope of audit or as to the status of the Borrower or any Subsidiary as a going concern, other than solely with respect to, or resulting solely from, an upcoming maturity date under any series of Indebtedness occurring within one year from the time such opinion is delivered or any potential inability to satisfy a financial maintenance covenant on a future date or in a future period) to the effect that such consolidated financial statements fairly present, in all material respects, the financial position and results of operations of the Borrower and its Subsidiaries on a consolidated basis in accordance with IFRS (it being understood that the delivery by the Borrower of annual reports on Form 10-K or Form 20-F (or any successor or comparable form) of the Borrower and its consolidated Subsidiaries shall satisfy the requirements of this Section 5.04(a) to the extent such annual reports include the information specified herein);

(b) within 60 days (or 75 days in the case of the fiscal quarter ending June 30, 2022) after the end of each of the first three fiscal quarters of each fiscal year, a consolidated balance sheet and related statements of operations and cash flows showing the financial position of the Borrower and its Subsidiaries as of the close of such fiscal quarter and the consolidated results of their operations during such fiscal quarter and the then-elapsed portion of the fiscal year and setting forth in comparative form the corresponding figures for the corresponding periods of the prior fiscal year, all of which shall be in reasonable detail, which consolidated balance sheet and related statements of operations and cash flows shall be accompanied by customary management's discussion and analysis and which consolidated balance sheet and related statements of operations and cash flows shall be certified by a Financial Officer of the Borrower on behalf of the Borrower as fairly presenting, in all material respects, the financial position and results of operations of the Borrower and its Subsidiaries on a consolidated basis in accordance with IFRS (subject to normal year-end audit adjustments and the absence of footnotes) (it being understood that the delivery by the Borrower of quarterly reports on Form 10-Q or reports on Form

6-K (or any successor or comparable form) of the Borrower and its consolidated Subsidiaries shall satisfy the requirements of this Section 5.04(b) to the extent such quarterly reports include the information specified herein);

(c) [reserved];

(d) promptly after the same become publicly available, copies of all periodic and other publicly available reports, proxy statements and, to the extent requested by the Administrative Agent, other materials filed by Holdings, the Borrower or any of the Subsidiaries with the SEC (or equivalent regulatory body in the relevant jurisdiction), or after an initial public offering, distributed to its stockholders generally, as applicable; provided, however, that such reports, proxy statements, filings and other materials required to be delivered pursuant to this clause (d) shall be deemed delivered for purposes of this Agreement when posted to the website of the Borrower (or Holdings or any Parent Entity referred to in Section 5.04(i)) or the website of the SEC (or equivalent regulatory body in the relevant jurisdiction) and written notice of such posting has been delivered to the Administrative Agent;

(e) within 90 days (or such later date as the Administrative Agent may agree in its reasonable discretion) after the beginning of each fiscal year (commencing with the fiscal year ending December 31, 2022), a consolidated annual budget for such fiscal year consisting of a projected consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such fiscal year and the related consolidated statements of projected cash flow and projected income (collectively, the “Budget”), which Budget shall in each case be accompanied by the statement of a Financial Officer of the Borrower to the effect that the Budget is based on assumptions believed by the Borrower to be reasonable as of the date of delivery thereof;

(f) upon the reasonable request of the Administrative Agent not more frequently than once a year, an updated Perfection Certificate (or, to the extent such request relates to specified information contained in the Perfection Certificate, such information) reflecting all changes since the date of the information most recently received pursuant to this clause (f) or Section 5.10(f);

(g) promptly, from time to time, such other customary information regarding the operations, business affairs and financial condition of Holdings, the Borrower or any of the Subsidiaries, or compliance with the terms of any Loan Document as in each case the Administrative Agent may reasonably request (for itself or on behalf of any Lender);

(h) no later than 10 Business Days after the delivery of the financial statements required pursuant to clauses (a) and (b) of this Section 5.04, commencing with the financial statements for the first full fiscal period ending after the Closing Date, upon request of the Administrative Agent, the Borrower shall hold a customary conference call for the Lenders; and

(i) in the event that Holdings or any Parent Entity reports on a consolidated basis, such consolidated reporting at Holdings or such Parent Entity’s level in a manner consistent with that described in clauses (a) and (b) of this Section 5.04 for the Borrower will satisfy the requirements of such paragraphs.

(j) On Friday of each week (at 10:00 a.m. New York City time) (or such other day of any week or time agreed to as among the Required Lenders and the Borrower) commencing with the first full week beginning after the Closing Date, management of the Borrower shall hold a weekly telephonic meeting with the Lenders, the Administrative Agent and the Agent Counsel and the Specified Lender Advisors to update the Lenders on financing results, operations, various business and legal matters, including status updates on key existing clients and key targets.

The Borrower hereby acknowledges and agrees that all financial statements furnished pursuant to clauses (a), (b) and (d) above are hereby deemed to be Borrower Materials suitable for distribution, and to be made available, to Public Lenders as contemplated by Section 9.17 and may be treated by the Administrative Agent and the Lenders as if the same had been marked “PUBLIC” in accordance with such paragraph (unless the Borrower otherwise notifies the Administrative Agent in writing on or prior to delivery thereof).

Section 5.05 Litigation and Other Notices. Furnish to the Administrative Agent (which will promptly thereafter furnish to the Lenders) written notice of the following promptly after any Responsible Officer of Holdings or the Borrower obtains actual knowledge thereof:

(a) any Event of Default or Default, specifying the nature and extent thereof and the corrective action (if any) proposed to be taken with respect thereto;

(b) the filing or commencement of, or any written threat or notice of intention of any person to file or commence, any action, suit or proceeding, whether at law or in equity or by or before any Governmental Authority or in arbitration, against Holdings, the Borrower or any of the Subsidiaries as to which an adverse determination is reasonably probable and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect;

(c) any other development specific to Holdings, the Borrower or any of the Subsidiaries that is not a matter of general public knowledge and that has had, or would reasonably be expected to have, a Material Adverse Effect; and

(d) the occurrence of any ERISA Event or with respect to a Foreign Pension Plan, a termination, withdrawal or noncompliance with applicable law or plan terms that, together with all other ERISA Events or terminations, withdrawals or non-compliance with applicable laws or plan terms with respect to Foreign Pension Plans that have occurred, would reasonably be expected to have a Material Adverse Effect.

Section 5.06 Compliance with Laws. Comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; provided, that this Section 5.06 shall not apply to Environmental Laws, which are the subject of Section 5.09, or to laws related to Taxes, which are the subject of Section 5.03. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance in all material respects by the Borrower, its Subsidiaries, and their respective directors, officers, employees and agents, when acting for or on behalf of the Borrower or its Subsidiaries with Anti-Corruption Laws and applicable Sanctions Laws.

Section 5.07 Maintaining Records; Access to Properties and Inspections. Maintain all financial records in accordance with IFRS (it being understood and agreed that each Subsidiary may maintain financial records in conformity with generally accepted accounting principles that are applicable in its jurisdiction of organization) and permit any persons designated by the Administrative Agent or, upon the occurrence and during the continuance of an Event of Default, any Lender to visit and inspect the financial records and the properties of Holdings, the Borrower or any of the Subsidiaries at reasonable times, upon reasonable prior notice to Holdings or the Borrower, and as often as reasonably requested and to make extracts from and copies of such financial records, and permit any persons designated by the Administrative Agent or, upon the occurrence and during the continuance of an Event of Default, any Lender upon reasonable prior notice to Holdings or the Borrower to discuss the affairs, finances and condition of Holdings, the Borrower or any of the Subsidiaries with the officers thereof and independent accountants therefor (so long as the Borrower has the opportunity to participate in any such discussions

with such accountants), in each case, subject to reasonable requirements of confidentiality, including requirements imposed by law or by contract.

Section 5.08 Use of Proceeds. Use the proceeds of the Loans in the manner contemplated by Section 3.12.

Section 5.09 Compliance with Environmental Laws. Comply, and make reasonable efforts to cause all lessees and other persons occupying its properties to comply, with all Environmental Laws applicable to its operations and properties; and obtain and renew all material authorizations and permits required pursuant to Environmental Law for its operations and properties, in each case in accordance with Environmental Laws, except, in each case with respect to this Section 5.09, to the extent the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.10 Further Assurances; Additional Security.

(a) Subject to the Agreed Guaranty and Security Principles with respect to any foreign Loan Party and the DIP Order, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, Mortgages and other documents), that the Collateral Agent may reasonably request (including, without limitation, those required by applicable law), to satisfy the Collateral and Guarantee Requirement and to cause the Collateral and Guarantee Requirement to be and remain satisfied, all at the expense of the Loan Parties and provide to the Collateral Agent, from time to time upon reasonable request by the Collateral Agent, evidence reasonably satisfactory to the Collateral Agent as to the perfection and priority of the Liens created or intended to be created by the Security Documents.

(b) Subject to the Agreed Guaranty and Security Principles with respect to any foreign Loan Party and the DIP Order, if any asset (other than Real Property) that has an individual fair market value (as determined in good faith by the Borrower) in an amount greater than \$10,000,000 is acquired by the Borrower or any Subsidiary Loan Party after the Closing Date or owned by an entity at the time it becomes a Subsidiary Loan Party (in each case other than (x) assets constituting Collateral under a Security Document that become subject to the Lien of such Security Document upon acquisition thereof and (y) assets constituting Excluded Property), the Borrower or such Subsidiary Loan Party, as applicable, will (i) notify the Collateral Agent of such acquisition or ownership and (ii) cause such asset to be subjected to a Lien (subject to any Permitted Liens) securing the Obligations by, and take, and cause the Subsidiary Loan Parties to take, such actions as shall be reasonably requested by the Collateral Agent to grant and perfect such Liens, including actions described in clause (a) of this Section 5.10, all at the expense of the Loan Parties, subject to clause (g) below.

(c) Subject to the Agreed Guaranty and Security Principles with respect to any foreign Loan Party and the DIP Order, (i) grant and cause each of the Subsidiary Loan Parties to grant to the Collateral Agent (for the benefit of the Secured Parties) security interests in, and Mortgages on, any Material Real Property of the Borrower or such Subsidiary Loan Parties, as applicable, that are acquired after the Closing Date, within 120 days after the acquisition thereof (or such later date as the Collateral Agent may agree in its reasonable discretion), which security interest and Mortgages shall constitute valid and enforceable Liens subject to no other Liens except Permitted Liens, (ii) record or file, and cause each such Subsidiary to record or file, the Mortgage or instruments related thereto in such manner and in such places as is required by law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent (for the benefit of the Secured Parties) required to be granted pursuant to the Mortgages and pay, and cause each such Subsidiary to pay, in full, all Taxes, fees and other charges required to be paid in connection with such recording or filing, in each case subject to clause (g) below, and (iii) deliver to the

Collateral Agent an updated Schedule 1.01(E) reflecting such Mortgaged Properties. Unless otherwise waived by the Collateral Agent, with respect to each such Mortgage, the Borrower shall cause the requirements set forth in clause (f) of the definition of “Collateral and Guarantee Requirement” (to the extent applicable to such Mortgaged Property) to be satisfied with respect to such Material Real Property.

(d) Subject to the Agreed Guaranty and Security Principles with respect to any foreign Loan Party and the DIP Order, if any additional direct or indirect Subsidiary of the Borrower is formed or acquired after the Closing Date and if such Subsidiary is a Subsidiary Loan Party pursuant to the definition thereof and subject to the Agreed Guaranty and Security Principles with respect to any foreign Loan Party, within 20 Business Days after the date such Subsidiary is formed or acquired (or such longer period as the Collateral Agent may agree in its reasonable discretion), notify the Collateral Agent thereof and, within 30 Business Days after the date such Subsidiary is formed or acquired or such longer period as the Collateral Agent may agree in its reasonable discretion (or, with respect to clauses (f) and (g) of the definition of “Collateral and Guarantee Requirement,” within 120 days after such formation or acquisition or such longer period as set forth therein or as the Collateral Agent may agree in its reasonable discretion, as applicable), cause the Collateral and Guarantee Requirement to be satisfied with respect to such Subsidiary and with respect to any Equity Interest in or Indebtedness of such Subsidiary owned by or on behalf of any Loan Party, subject to clause (g) below.

(e) Maintain each of Lumileds Achen GmbH, Lumileds Yishun Pte. Ltd. and Lumileds Delaware LLC (collectively, the “Current Unrestricted Subsidiaries”) as dormant entities with no assets other than de minimis amounts of cash at all times following the Closing Date (and, for the avoidance of doubt, no Investments may be made in such entities following the Closing Date).

(f) Furnish to the Collateral Agent prompt written notice of any change (A) in any Loan Party’s corporate or organization name, (B) in any Loan Party’s identity or organizational structure, (C) in any Loan Party’s organizational identification number, if applicable or (D) in any Loan Party’s jurisdiction of organization or incorporation; provided, that, subject to the Agreed Guaranty and Security Principles with respect to any foreign Loan Party, the Borrower shall not effect or permit any such change unless all filings, to the extent applicable and required, have been made, or will have been made within 60 days following such change (or such longer period as the Collateral Agent may agree in its reasonable discretion), under the Uniform Commercial Code or its equivalent that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral in which a security interest may be perfected by such filing, for the benefit of the Secured Parties.

(g) The Collateral and Guarantee Requirement and the other provisions of this Section 5.10 and the other Loan Documents with respect to Collateral, to the extent provided by any Subsidiary Loan Party organized in the United States, need not be satisfied with respect to any of the following (collectively, the “Excluded U.S. Property”), subject to the DIP Order: (i) any Real Property other than Material Real Property, (ii) motor vehicles and other assets subject to certificates of title, letter of credit rights (in each case, other than to the extent a Lien on such assets or such rights can be perfected by filing a UCC-1 that is otherwise required to be filed for the benefit of the Secured Parties under the terms of the U.S. Collateral Agreement) and commercial tort claims, (iii) pledges and security interests prohibited by applicable law, rule, regulation or contractual obligation (with respect to any such contractual obligation, only to the extent such restriction is permitted under Section 6.09(c) and such restriction is binding on such assets (1) on the Closing Date or (2) on the date of the acquisition thereof and not entered into in contemplation thereof (other than in connection with the incurrence of Indebtedness of the type contemplated by Section 6.01(i))) (in each case, except to the extent such prohibition is unenforceable after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code) or which could require governmental (including regulatory) consent, approval, license

or authorization to be pledged (unless such consent, approval, license or authorization has been received), (iv) [reserved], (v) any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than the Borrower or any Guarantor) after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code, (vi) [reserved], (vii) any governmental licenses or state or local licenses, franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code, (viii) any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, or if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, (ix) [reserved], (x) Securitization Assets sold to any Special Purpose Securitization Subsidiary or otherwise pledged, factored, transferred or sold in connection with any Permitted Securitization Financing, and any other assets subject to Liens securing Permitted Securitization Financings, (xi) any Excluded Securities, (xii) any Third Party Funds, (xiii) any equipment or other asset that is subject to a Lien permitted by any of clauses (i), (j), (aa) or (oo) of Section 6.02 or is otherwise subject to a purchase money debt or a Capitalized Lease Obligation, in each case, as permitted by Section 6.01, if the contract or other agreement providing for such debt or Capitalized Lease Obligation prohibits or requires the consent of any person (other than the Borrower or any Guarantor) as a condition to the creation of any other security interest on such equipment or asset and, in each case, such prohibition or requirement is permitted hereunder (after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code or other applicable law), and (xiv) all assets of Holdings other than Equity Interests of the Borrower and intercompany receivables directly held by Holdings and pledged pursuant to the Holdings Pledge Agreement; provided, that the Borrower may in its sole discretion elect to exclude any property from the definition of Excluded U.S. Property. Notwithstanding anything herein to the contrary, (A) the Collateral Agent (acting at the direction of the Required Lenders) may grant extensions of time or waiver of requirement for the creation or perfection of security interests in or the obtaining of insurance (including title insurance) or surveys with respect to particular assets (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Loan Parties on such date) where it reasonably determines, in consultation with the Borrower, that perfection or obtaining of such items cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the other Loan Documents, (B) [reserved], (C) no landlord, mortgagee or bailee waivers shall be required, (D) no security documents governed by, or perfection actions under, the law of a jurisdiction other than a Security Jurisdiction shall be required, (E) no periodic filing shall be required to be made (other than as expressly required pursuant to a Security Document governed by the laws of a jurisdiction located in the United States of America, any state thereof or the District of Columbia) and no notice shall be required to be sent to insurers, account debtors or other contractual third parties prior to an Event of Default, (F) Liens required to be granted from time to time pursuant to, or any other requirements of, the Collateral and Guarantee Requirement and the Security Documents shall be subject to (x) the Agreed Guaranty and Security Principles with respect to any foreign Loan Party and (y) exceptions and limitations set forth in the Security Documents, (G) to the extent that the Collateral Agent and the Borrower reasonably agree that a valid and enforceable security interest having the requisite priority can be taken on substantially all of the intended Collateral in any Security Jurisdiction on a generic basis without listing any individual assets, no specific listing of such Collateral shall be required, and (H) to the extent any Mortgaged Property is located in a jurisdiction with mortgage recording or similar tax, the amount secured by the Security Document with respect to such Mortgaged Property shall be limited to the fair market value of such Mortgaged Property as determined in good faith by the Borrower (subject to any applicable laws in the relevant jurisdiction or such lesser amount agreed to by the Collateral Agent).

Section 5.11 Rating. Exercise commercially reasonable efforts to obtain and to maintain (a) public ratings (but not to obtain a specific rating) from Moody's and S&P for the Loans and (b) public corporate credit ratings and corporate family ratings (but, in each case, not to obtain a specific rating) from Moody's and S&P in respect of the Borrower.

Section 5.12 Post-Closing. (a) The Borrower shall use commercially reasonable efforts to deliver or cause to be delivered to the Administrative Agent, no later than 10 days after the Closing Date, endorsements naming the Administrative Agent, on behalf of the Lenders, as an additional insured and loss payee, as applicable, under all insurance policies to be maintained with respect to the Collateral, which endorsements shall be provided no later than 30 days after the Closing Date (subject to extension by the Administrative Agent), it being understood that this covenant shall be deemed satisfied by the Administrative Agent holding such endorsements as bailee for the Lenders and the Prepetition Lenders and (b) take all necessary actions to satisfy the items described on Schedule 5.12 within the applicable period of time specified in such Schedule (or such longer period as the Administrative Agent may agree in its reasonable discretion).

Section 5.13 Approved DIP Budget and Compliance.

(a) The use of Loans by the Loan Parties under this Agreement and the other Loan Documents shall be limited (and the Borrower agrees to so limit its use the proceeds of such Loans so as to be) solely in accordance with the Approved DIP Budget (subject to the variances set forth in Section 5.13(b)), the DIP Order and the other restrictions set forth herein and in the other Loan Documents.

(b) The initial Approved DIP Budget is set forth as Annex A hereto.

(c) Each Approved DIP Budget shall set forth, on a weekly basis, among other things, cash flows, Budgeted Cash Receipts, Budgeted Disbursement Amounts and Budgeted Liquidity, for the 13-week period commencing with the week that includes the Closing Date and such initial Approved DIP Budget shall be approved by, and be in form and substance satisfactory to, the Required Lenders in their reasonable discretion (it being acknowledged and agreed that the initial Approved DIP Budget attached hereto as Annex A is approved by and satisfactory to the Required Lenders and is and shall be the initial Approved DIP Budget unless and until replaced in accordance with terms of this Section 5.13). The Approved DIP Budget shall include a 13-week cash flow forecast, which shall (i) include line-item reporting, the nature and scope of which shall be reasonably satisfactory to the Required Lenders, (ii) otherwise be in form and substance reasonably satisfactory to, and subject to the approval of, the Required Lenders, (iii) update the 13-week cash flow forecast from the prior approved Budget to add additional weeks to the forecast in order to present a 13-week forecast period, (iv) include a report reconciling the Borrower's actual performance for the week ended on Friday of the relevant Variance Testing Period with the Borrower's projected performance pursuant to the previous week's 13-week cash flow forecast, (v) include, for the Non-Guarantor Cash Test Dates, (x) the amount of cash held by any Subsidiary that is not a Guarantor as of such Non-Guarantor Cash Test Date and (y) a certification of compliance with Section 6.17 for the applicable Variance Testing Period and (vi) include a discussion of any material variances in actual results in cash flow as compared to the forecasted performance. The Approved DIP Budget shall be updated, modified or supplemented by the Borrower from time to time with the written consent of and/or at the request of the Required Lenders, but in any event not less than every four weeks after the Closing Date, and each such updated, modified or supplemented budget shall be approved in writing by, and shall be in form and substance reasonably satisfactory to, the Required Lenders in their sole discretion, and no such updated, modified or supplemented budget shall be effective until so approved and once so

approved shall be deemed an Approved DIP Budget; provided, however, that in the event the Required Lenders, on the one hand, and the Borrowers, on the other hand, cannot agree as to an updated, modified or supplemented budget, such disagreement shall constitute an immediate Event of Default once the period covered by the prior Approved DIP Budget has terminated (and at all times thereafter the then current Approved DIP Budget shall remain in effect unless and until a new Approved DIP Budget is accepted by the Required Lenders); provided, further, that if an updated 13-week cash flow forecast is not approved by the Required Lenders, the most recently approved 13-week cash flow forecast shall remain in the Approved DIP Budget. The Approved DIP Budget may be amended at any time, subject to the approval of the Required Lenders. Each Approved DIP Budget delivered to the Lenders shall be accompanied by such supporting documentation as reasonably requested by the Lenders. Each Approved DIP Budget shall be prepared in good faith based upon assumptions which the Borrowers believe to be reasonable.

(d) Commencing with the First Testing Period and for each Variance Testing Period thereafter, the Borrower shall not permit Actual Disbursement Amounts to exceed the Budgeted Disbursement Amounts, in each case, for such Variance Testing Period, by more than: (i) 20.0% for the First Testing Period (ii) 15.0% for the Second Testing Period and (iii) 10.0% for each Variance Testing Period thereafter.

(e) The Borrower shall deliver to the Administrative Agent and the Lenders on or before 5:00 p.m. New York City time on Wednesday following the end of each Variance Testing Period (commencing on September 14, 2022) (or such later date as the Required Lenders may agree in their sole discretion, which may be communicated via email delivered by counsel to the Required Lenders) a certificate, in the form attached hereto as Exhibit I, and such certificate shall include such detail as is satisfactory to the Required Lenders, signed by a Responsible Officer of the Borrower certifying that (i) the Loan Parties are in compliance with the covenants contained in Sections 5.13(a) and (b) above and (ii) no Default or Event of Default has occurred or, if such a Default or Event of Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto, together with an Approved Budget Variance Report.

(f) The Lenders (i) may assume that the Loan Parties will comply with the Approved DIP Budget, (ii) shall have no duty to monitor such compliance and (iii) shall not be obligated to pay (directly or indirectly from the Collateral) any unpaid expenses incurred or authorized to be incurred pursuant to any Approved DIP Budget. The line items in the Approved DIP Budget for payment of interest, expenses and other amounts to the Administrative Agent, the Lenders and the Specified Lender Advisors are estimates only, and the Loan Parties remain obligated to pay any and all Obligations in accordance with the terms of the Loan Documents regardless of whether such amounts exceed such estimates. Nothing in any Approved DIP Budget shall constitute an amendment or other modification of any Loan Document or other lending limits set forth therein.

Section 5.14 Milestones. By the times and dates set forth below (as any such time and date may be extended with the consent of the Administrative Agent (at the direction of the Required Lenders)) cause the following to occur (each, a “Milestone”):

(a) By no later than 5 days following the Petition Date, the Bankruptcy Court shall enter the Interim Order;

(b) By no later than 30 days following the Petition Date, the Bankruptcy Court shall enter the Final Order;

(c) By no later than 50 days following the Petition Date, entry by the Bankruptcy Court of a combined order confirming a Plan of Reorganization that is acceptable to the Required Lenders (and, with respect to any provisions impacting the DIP Facility, the Exit Term Loan Facility, the Administrative Agent or the Pre-Petition Administrative Agent, acceptable to the Administrative Agent) (an “Acceptable Chapter 11 Plan”) and approving the disclosure statement with respect to the Acceptable Chapter 11 Plan; and

(d) By no later than 65 days following the Petition Date, the Acceptable Chapter 11 Plan shall have been consummated.

Section 5.15 Control Agreements. Upon request of the Required Lenders, Holdings and the Borrower will cause each other U.S. Loan Party within forty-five (45) days after the date of such request with respect to deposit, securities or commodities accounts of any U.S. Loan Party (as such date may be extended by the Administrative Agent (acting at the direction of the Required Lenders) and at all times thereafter, Borrower shall, and shall cause each other U.S. Loan Party to, enter into account control agreements with respect to each such requested deposit, securities or commodities account maintained or acquired by Borrower or any such U.S. Loan Party (other than Excluded Accounts) (collectively, the “Controlled Accounts”). Each account control agreement shall be in form and substance reasonably satisfactory to the Administrative Agent. After the occurrence and during the continuance of an Event of Default, the Administrative Agent shall be entitled to deliver a notice to any financial institution of its exercise of control over any account subject to an account control agreement. For greater certainty, it is understood and agreed that, unless an Event of Default as to which the Administrative Agent has notified the Borrower has occurred and is continuing, the Borrower and any Loan Parties may direct, and shall have sole control over, the manner of disposition of funds in the Controlled Accounts and the Administrative Agent agrees not to deliver any such notice or instruction at any time other than during the occurrence of an Event of Default that is continuing and following the termination of the Remedies Notice Period.

Section 5.16 Additional Bankruptcy Matters. Promptly provide the Administrative Agent, the Agent Counsel, the Lenders and the Specified Lender Advisors with updates of any material developments in connection with the Loan Parties’ efforts under the Chapter 11 Cases, including advance notice and copies of any material motions or other material documents to be filed in the Chapter 11 Cases.

Section 5.17 Debtor-In-Possession Obligations. Comply in a timely manner with their obligations and responsibilities as debtors-in-possession under the Bankruptcy Code, the Bankruptcy Rules, the DIP Order, and any other order of the Bankruptcy Court.

Section 5.18 DAC6. Holdings shall supply to the Administrative Agent (in sufficient copies for all the Lenders, if the Administrative Agent so requests):

(a) promptly upon the making of such analysis or the obtaining of such advice, any analysis made or advice obtained on whether any transaction contemplated by the Loan Documents or any transaction carried out (or to be carried out) in connection with any transaction contemplated by the Loan Documents contains a hallmark as set out in Annex IV of DAC6; and

(b) promptly upon the making of such reporting and to the extent permitted by applicable law and regulation, any reporting made to any governmental or taxation authority by or on behalf of any member of the group or by any adviser to such member of the group in relation to DAC6 or any law or regulation which implements DAC6 and any unique identification number issued by any governmental or taxation authority to which any such report has been made (if available).

ARTICLE VI

Negative Covenants

The Borrower (and with respect to Section 6.12, Holdings) covenants and agrees with each Lender that, until the Termination Date, unless the Required Lenders shall otherwise consent in writing, neither (in the case of Section 6.12) Holdings nor the Borrower will, nor will the Borrower permit any of the Subsidiaries to:

Section 6.01 Indebtedness. Incur, create, assume or permit to exist any Indebtedness, except:

(a) (i) Indebtedness existing or committed on the Closing Date (provided, that any such Indebtedness that is (x) not intercompany Indebtedness and (y) in excess of \$5,000,000 (individually or in the aggregate) shall be set forth on Schedule 6.01) and (ii) any Permitted Refinancing Indebtedness incurred to Refinance such Indebtedness (other than intercompany Indebtedness Refinanced with Indebtedness owed to a person not affiliated with the Borrower or any Subsidiary);

(b) (i) Indebtedness created hereunder and under the other Loan Documents;

(c) [reserved];

(d) Indebtedness owed to (including obligations in respect of letters of credit or bank guarantees or similar instruments for the benefit of) any person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance to the Borrower or any Subsidiary, pursuant to reimbursement or indemnification obligations to such person, in each case in the ordinary course of business or consistent with past practice or industry practices;

(e) Indebtedness of (w) the Borrower to Holdings or any Subsidiary Loan Party, (x) the Company or Lumileds to the Borrower, (y) any Subsidiary of the Borrower to any other Subsidiary of the Borrower or (z) Holdings to the Borrower or any Subsidiary of the Borrower if, in the case of this clause (z), the Borrower or any Subsidiary of the Borrower would otherwise be permitted to make a Restricted Payment in such amount; provided, that Indebtedness of any Subsidiary that is not a Subsidiary Loan Party owing to the Loan Parties incurred pursuant to this Section 6.01(e) shall be subject to Section 6.04;

(f) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations, in each case provided in the ordinary course of business or consistent with past practice or industry practices, including those incurred to secure health, safety and environmental obligations in the ordinary course of business or consistent with past practice or industry practices;

(g) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business or other cash management services, in each case incurred in the ordinary course of business;

(h) [reserved];

(i) (i) Capitalized Lease Obligations, mortgage financings and other Indebtedness incurred by the Borrower or any Subsidiary prior to or within 270 days after the acquisition, lease, construction, repair, replacement or improvement of the respective property (real or personal, and whether through the direct purchase of property or the Equity Interest of any person owning such property) permitted under this Agreement in order to finance such acquisition, lease, construction, repair, replacement or improvement, in an aggregate principal amount that immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, together with the aggregate principal amount of any other Indebtedness outstanding pursuant to this Section 6.01(i)(i), would not exceed \$10,000,000, (ii) Capitalized Lease Obligations incurred by the Borrower or any Subsidiary to finance (whether prior to or within 270 days after) the acquisition, lease, construction, repair, replacement or improvement of computer equipment (including servers), storage equipment, networking equipment and other equipment and similar assets related to the business of the Borrower and its Subsidiaries and any finance lease obligations not prohibited hereunder and (iii) any Permitted Refinancing Indebtedness in respect of the foregoing;

(j) (i) Capitalized Lease Obligations or other obligations or deferrals attributable to capital spending and (ii) any Permitted Refinancing Indebtedness in respect of the foregoing;

(k) [reserved];

(l) [reserved];

(m) Guarantees (i) by Holdings, the Borrower or any Subsidiary Loan Party of any Indebtedness of the Borrower or any Subsidiary Loan Party permitted to be incurred under this Agreement, (ii) by the Borrower or any Subsidiary Loan Party of Indebtedness otherwise permitted hereunder of any Subsidiary that is not a Subsidiary Loan Party to the extent such Guarantees are permitted by Section 6.04 (other than Section 6.04(v)), (iii) by any Subsidiary that is not a Subsidiary Loan Party of Indebtedness of another Subsidiary that is not a Subsidiary Loan Party and (iv) by the Borrower of Indebtedness of Subsidiaries that are not Subsidiary Loan Parties incurred for working capital purposes in the ordinary course of business on ordinary business terms, in an aggregate amount outstanding not to exceed \$75,000,000 at any time; provided, that Guarantees by the Borrower or any Subsidiary Loan Party under this Section 6.01(m) of any other Indebtedness of a person that is subordinated to other Indebtedness of such person shall be expressly subordinated to the Obligations to at least the same extent as such underlying Indebtedness is subordinated;

(n) Indebtedness arising from agreements of the Borrower or any Subsidiary providing for indemnification, adjustment of purchase or acquisition price or similar obligations (including earn-outs), in each case, incurred or assumed in connection with the Transactions, any Investments or the disposition of any business, assets or a Subsidiary not prohibited by this Agreement;

(o) Indebtedness in respect of letters of credit, bank guarantees, warehouse receipts or similar instruments issued to support performance obligations and trade letters of credit (other than obligations in respect of other Indebtedness) in the ordinary course of business or consistent with past practice or industry practices;

(p) Indebtedness in respect of bank guarantees, sureties (*Bürgschaften*) or any other instruments issued by a bank or financial institution upon request of the Borrower or any Subsidiary in

order to comply with the requirements of section 8a of the German Partial Retirement Act (*Altersteilzeitgesetz*) or section 7e of Book IV of the German Social Security Code (*Sozialgesetzbuch IV*);

(q) [reserved];

(r) [reserved];

(s) [reserved];

(t) [reserved];

(u) Indebtedness incurred in the ordinary course of business in respect of obligations of the Borrower or any Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; provided, that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms in the ordinary course of business and not in connection with the borrowing of money or any Hedging Agreements;

(v) Indebtedness representing deferred compensation to employees, consultants or independent contractors of the Borrower (or, to the extent such work is done for the Borrower or its Subsidiaries, any direct or indirect parent thereof) or any Subsidiary incurred in the ordinary course of business;

(w) Indebtedness in connection with Permitted Securitization Financings;

(x) obligations in respect of Cash Management Agreements;

(y) [reserved];

(z) [reserved];

(aa) Guarantees of Indebtedness under customer and/or dealer financing lines of credit entered into in the ordinary course of business;

(bb) [reserved];

(cc) [reserved];

(dd) Indebtedness consisting of obligations of the Borrower or any Subsidiary under deferred compensation or other similar arrangements incurred by such person in connection with the Transactions or any other Investment permitted hereunder;

(ee) Indebtedness of the Borrower or any Subsidiary to or on behalf of any joint venture (regardless of the form of legal entity) that is not a Subsidiary arising in the ordinary course of business in connection with the cash management operations (including with respect to intercompany self-insurance arrangements) of the Borrower and its Subsidiaries;

(ff) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(gg) Indebtedness supported by a Letter of Credit, in a principal amount not in excess of the stated amount of such Letter of Credit (or a letter of credit issued under any other revolving credit or letter of credit facility permitted by Section 6.01);

(hh) Indebtedness represented by the Pre-Petition First Lien Credit Agreement and any guarantee thereof in an aggregate principal amount of \$1,695,250,000 outstanding on the Closing Date (together with all accrued interest, fees and expenses and reimbursement obligations with respect to letters of credit and hedging obligations payable thereunder in accordance with the terms thereof);

(ii) Indebtedness arising under a declaration of joint and several liability used for the purpose of section 2:403 of the Dutch Civil Code in respect of any Subsidiary incorporated in the Netherlands (and any residual liability under such declaration arising pursuant to section 2:404(2) of the Dutch Civil Code) or from any fiscal unity (*fiscale eenheid*) for Dutch corporate income tax and/or VAT purposes solely between any direct or indirect holding company of Aegletes B.V., Aegletes B.V., Holdings, the Borrower, the Borrower's direct or indirect Subsidiaries and/or any Loan Party; and

(jj) all premium (if any, including tender premiums) expenses, defeasance costs, interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (a) through (ii) above or refinancings thereof.

Notwithstanding any other term of this Agreement, (a) no Indebtedness may be incurred by Holdings or the Borrower pursuant to this Section 6.01 unless such Indebtedness is also permitted under Article VIA, and (b) Indebtedness (i) between Holdings, the Borrower and any Subsidiary or (ii) incurred by Holdings, the Borrower or any Subsidiary and owed to any direct or indirect holding company of Holdings, shall only be permitted to be incurred pursuant to this Section 6.01 to the extent subordinated to the Obligations under this Agreement pursuant to the Subordination Agreement (provided that, any Subsidiary of the Borrower, which is not a Loan Party, shall only be required to accede to the Subordination Agreement if it makes any loan, credit or other Indebtedness available to one or more other Subsidiaries of the Borrower that are Loan Parties in an aggregate principal amount in excess of \$1,000,000).

Further, for purposes of determining compliance with this Section 6.01, (A) Indebtedness need not be permitted solely by reference to one category of permitted Indebtedness (or any portion thereof) described in Sections 6.01(a) through (jj), but may be permitted in part under any combination thereof, (B) in the event that an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Indebtedness (or any portion thereof) described in Sections 6.01(a) through (jj), the Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if incurred at such later time), such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 6.01 and at the time of incurrence, classification or reclassification will be entitled to only include the amount and type of such item of Indebtedness (or any portion thereof) in one of the above clauses (or any portion thereof) and such item of Indebtedness (or any portion thereof) shall be treated as having been incurred or existing pursuant to only such clause or clauses (or any portion thereof) without giving pro forma effect to such item (or portion thereof) when calculating the amount of Indebtedness that may be incurred, classified or reclassified pursuant to any other clause (or portion thereof) at such time; provided, that (x) all Indebtedness outstanding on the Closing Date under this Agreement shall at all times be deemed to have been incurred pursuant to clause (b) of this Section 6.01 and (y) all Indebtedness outstanding under the Pre-Petition First Lien Credit Agreement on the Closing Date shall at all times be deemed to have been incurred pursuant to clause (hh) of this Section 6.01, and (C) in connection with (1) the incurrence of revolving loan Indebtedness under this Section 6.01 or (2) any commitment relating to the incurrence of Indebtedness under this Section 6.01 and the granting of any Lien to secure such Indebtedness, the Borrower or applicable Subsidiary may designate the incurrence of such Indebtedness and the granting of such Lien therefor as having occurred on the date of first incurrence of such revolving loan Indebtedness or commitment (such date, the "Deemed Date"), and any related subsequent actual incurrence and the granting of such Lien therefor will be deemed for purposes of this Section 6.01 and Section 6.02 to have been incurred or granted on such Deemed Date, including, without limitation, for

purposes of calculating EBITDA (and all such calculations, without duplication, on the Deemed Date and on any subsequent date until such commitment is funded or terminated or such election is rescinded without the incurrence thereby shall be made on a Pro Forma Basis after giving effect to the deemed incurrence, the granting of any Lien therefor and related transactions in connection therewith). In addition, with respect to any Indebtedness that was permitted to be incurred hereunder on the date of such incurrence, any Increased Amount of such Indebtedness shall also be permitted hereunder after the date of such incurrence.

This Agreement will not treat (1) unsecured Indebtedness as subordinated or junior to secured Indebtedness merely because it is unsecured or (2) senior Indebtedness as subordinated or junior to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral.

Notwithstanding the foregoing, (i) no Indebtedness shall be permitted to be incurred that is not provided for, and made in compliance with, the DIP Order, Approved DIP Budget and the Bankruptcy Code and (ii) no Indebtedness shall be permitted that is owed to any direct or indirect Parent Entity (including without limitation the Upper Tier Holding Company Debtors).

Section 6.02 Liens. Create, incur, assume or permit to exist any Lien on any property or assets (including stock or other securities of any person) of the Borrower or any Subsidiary at the time owned by it or on any income or revenues or rights in respect of any thereof, except the following (collectively, "Permitted Liens"):

(a) Liens on property or assets of the Borrower and the Subsidiaries existing on the Closing Date (or created following the Closing Date pursuant to agreements in existence on the Closing Date requiring the creation of such Liens) and, to the extent securing Indebtedness in an aggregate principal amount in excess of \$500,000, set forth on Schedule 6.02(a) hereto and any modifications, replacements, renewals or extensions thereof; provided, that such Liens shall secure only those obligations that they secure on the Closing Date (and any Permitted Refinancing Indebtedness in respect of such obligations permitted by Section 6.01) and shall not subsequently apply to any other property or assets of the Borrower or any Subsidiary other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien, and (B) proceeds and products thereof;

(b) any Lien created under the Loan Documents or permitted in respect of any Mortgaged Property by the terms of the applicable Mortgage;

(c) [reserved];

(d) Liens for Taxes, assessments or other governmental charges or levies not yet delinquent by more than 30 days or that are being contested in compliance with Section 5.03;

(e) Liens imposed by law, such as landlord's, carriers', warehousemen's, mechanics', materialmen's, repairmen's, supplier's, construction or other like Liens, securing obligations that are not overdue by more than 30 days or that are being contested in good faith by appropriate proceedings and in respect of which, if applicable, the Borrower or any Subsidiary shall have set aside on its books reserves in accordance with IFRS;

(f) (i) pledges and deposits and other Liens made in the ordinary course of business in compliance with the Federal Employers Liability Act (or any similar act or legislation in other jurisdictions) or any other workers' compensation, unemployment insurance and other social security laws or regulations (including, but not limited to, section 8a of the German Partial Retirement Act (*Altersteilzeitgesetz*) or section 7e of Book IV of the German Social Security Code (*Sozialgesetzbuch IV*)) and deposits securing liability to insurance carriers under insurance or self-insurance arrangements in respect of such obligations and (ii) pledges and deposits and other Liens securing liability for

reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower or any Subsidiary;

(g) deposits and other Liens to secure the performance of bids, trade contracts (other than for Indebtedness), leases (other than Capitalized Lease Obligations), statutory obligations, surety and appeal bonds, performance and return of money bonds, bids, leases, government contracts, trade contracts, agreements with utilities, and other obligations of a like nature (including letters of credit in lieu of any such bonds or to support the issuance thereof) incurred in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;

(h) zoning restrictions, easements, survey exceptions, trackage rights, leases (other than Capitalized Lease Obligations), licenses, special assessments, rights-of-way, covenants, conditions, restrictions and declarations on or with respect to the use of Real Property (including, for the avoidance of doubt, any rights registered in section II (*Abteilung II*) of a German land register extract), servicing agreements, development agreements, site plan agreements and other similar encumbrances incurred in the ordinary course of business and title defects or irregularities or encroachments or survey defects, in each case that are of a minor nature and that, in the aggregate, do not interfere in any material respect with the ordinary conduct of the business of the Borrower or any Subsidiary;

(i) Liens securing Indebtedness permitted by Section 6.01(i) or (j); provided, that such Liens do not apply to any property or assets of the Borrower or any Subsidiary other than the property or assets acquired, leased, constructed, replaced, repaired or improved with such Indebtedness (or the Indebtedness Refinanced thereby) or sold in the applicable Sale and Lease-Back Transaction, and accessions and additions thereto, proceeds and products thereof, customary security deposits and related property; provided, further, that individual financings provided by one lender may be cross-collateralized to other financings provided by such lender (and its Affiliates) (it being understood that with respect to any Liens on the Collateral being incurred under this clause (i) to secure Permitted Refinancing Indebtedness, if Liens on the Collateral securing the Indebtedness being Refinanced (if any) were Junior Liens, then any Liens on such Collateral being incurred under this clause (i) to secure Permitted Refinancing Indebtedness shall also be Junior Liens);

(j) Liens arising out of Sale and Lease-Back Transactions permitted under Section 6.03, so long as such Liens attach only to the property sold and being leased in such transaction and any accessions and additions thereto or proceeds and products thereof and related property;

(k) Liens securing judgments that do not constitute an Event of Default under Section 7.01(j);

(l) Liens disclosed by the title insurance policies delivered on or subsequent to the Closing Date and pursuant to the Collateral and Guarantee Requirement, Section 5.10 or Schedule 5.12 or delivered prior to the Closing Date pursuant to the Pre-Petition First Lien Credit Agreement and any replacement, extension or renewal of any such Lien; provided, that such replacement, extension or renewal Lien shall not cover any property other than the property that was subject to such Lien prior to such replacement, extension or renewal; provided, further, that the Indebtedness and other obligations secured by such replacement, extension or renewal Lien are permitted by this Agreement;

(m) any interest or title of a lessor or sublessor under any leases or subleases entered into by the Borrower or any Subsidiary in the ordinary course of business;

(n) Liens that are contractual rights of set-off (and related pledges) (i) relating to the establishment of depository relations with banks and other financial institutions not given in connection

with the issuance of Indebtedness, (ii) relating to pooled deposits, sweep accounts, reserve accounts or similar accounts of the Borrower or any Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any Subsidiary, including with respect to credit card charge-backs and similar obligations, or (iii) relating to purchase orders and other agreements entered into with customers, suppliers or service providers of the Borrower or any Subsidiary in the ordinary course of business;

(o) Liens (i) arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights or pursuant to the general conditions of banks drawn up by the Netherlands Bankers' Association (*Nederlandse Vereniging van Banken*) and the Consumers Union (*Consumentenbond*) or any other general conditions used by, or agreement or arrangement with a bank operating in the Netherlands, Germany (including general terms and conditions of banks or *Sparkassen (Allgemeine Geschäftsbedingungen der Banken oder Sparkassen)*) or any other applicable jurisdiction to the same effect as banker's liens, rights of set-off or similar rights, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, (iii) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to brokerage accounts incurred in the ordinary course of business and not for speculative purposes, (iv) in respect of Third Party Funds or (v) in favor of credit card companies pursuant to agreements therewith;

(p) Liens securing obligations in respect of trade-related letters of credit, bankers' acceptances or similar obligations permitted under Section 6.01(f) or (o) and covering the property (or the documents of title in respect of such property) financed by such letters of credit, bankers' acceptances or similar obligations and the proceeds and products thereof;

(q) leases or subleases, licenses or sublicenses (including with respect to Intellectual Property) granted to others in the ordinary course of business not adversely interfering in any material respect with the business of the Borrower and its Subsidiaries, taken as a whole;

(r) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(s) Liens solely on any cash earnest money deposits made by the Borrower or any of the Subsidiaries in connection with any letter of intent or purchase agreement in respect of any Investment permitted hereunder;

(t) [reserved];

(u) Liens on any amounts held by a trustee or agent under any indenture or other debt agreement issued in escrow pursuant to customary escrow arrangements pending the release thereof, or under any indenture or other debt agreement pursuant to customary discharge, redemption or defeasance provisions;

(v) the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business;

(w) agreements to subordinate any interest of the Borrower or any Subsidiary in any accounts receivable or other proceeds arising from inventory consigned by the Borrower or any of its Subsidiaries pursuant to an agreement entered into in the ordinary course of business;

(x) Liens arising from precautionary Uniform Commercial Code financing statements regarding operating leases or other obligations not constituting Indebtedness;

- (y) [reserved];
- (z) Liens on securities that are the subject of repurchase agreements constituting Permitted Investments under clause (c) of the definition thereof;
- (aa) Liens in respect of (i) Permitted Securitization Financings that extend only to the assets subject thereto or bank accounts related thereto and (ii) Equity Interests of, or any assets held by, Special Purpose Securitization Subsidiaries;
- (bb) Liens securing insurance premiums financing arrangements; provided, that such Liens are limited to the applicable unearned insurance premiums;
- (cc) in the case of Real Property that constitutes a leasehold interest, any Lien to which the fee simple interest (or any superior leasehold interest) is subject;
- (dd) Liens securing Indebtedness or other obligation (i) of the Borrower or a Subsidiary in favor of the Borrower or any Subsidiary Loan Party and (ii) of any Subsidiary that is not Loan Party in favor of any Subsidiary that is not a Loan Party;
- (ee) [reserved];
- (ff) Liens on goods or inventory the purchase, shipment or storage price of which is financed by a documentary letter of credit, bank guarantee or bankers' acceptance issued or created for the account of the Borrower or any Subsidiary in the ordinary course of business; provided, that such Lien secures only the obligations of the Borrower or such Subsidiaries in respect of such letter of credit, bank guarantee or banker's acceptance to the extent permitted under Section 6.01;
- (gg) [reserved];
- (hh) [reserved];
- (ii) (i) Liens on Collateral that are Junior Liens, so long as such Junior Liens secure Indebtedness permitted by Section 6.01(b) or 6.01(y) or 6.01(hh) (and, in each case, Permitted Refinancing Indebtedness in respect thereof) and (ii) Liens to secure Indebtedness permitted by Section 6.01(i) (and, in each case, Permitted Refinancing Indebtedness in respect thereof);
- (jj) Liens arising out of conditional sale, title retention (including extended retention of title (*verlängerter Eigentumsvorbehalt*)) or similar arrangements for the sale or purchase of goods by the Borrower or any of the Subsidiaries in the ordinary course of business;
- (kk) Liens to secure any Indebtedness issued or incurred to Refinance (or successive Indebtedness issued or incurred for subsequent Refinancings) as a whole, or in part, any Indebtedness secured by any Lien permitted by this Section 6.02 (but without reloading any dollar- or asset-based basket); provided, however, that (w) with respect to any Liens on the Collateral being incurred under this clause (kk), if Liens on the Collateral securing the Indebtedness being Refinanced (if any) were Junior Liens, then such Liens on such Collateral being incurred under this clause (kk) shall also be Junior Liens, (x) (other than Liens contemplated by the foregoing clause (w)) such new Lien shall be limited to all or part of the same type of property that secured the original Lien (plus improvements on and accessions to such property, proceeds and products thereof, customary security deposits and any other assets pursuant to after-acquired property clauses to the extent such assets secured (or would have secured) the Indebtedness being Refinanced), (y) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (A) the outstanding principal amount (or accreted value, if

applicable) or, if greater, committed amount of the applicable Indebtedness at the time the original Lien became a Lien permitted hereunder, (B) unpaid accrued interest and premium (including tender premiums) and (C) an amount necessary to pay any associated underwriting discounts, defeasance costs, fees, commissions and expenses, and (z) on the date of the incurrence of the Indebtedness secured by such Liens, the grantors of any such Liens shall be no different from the grantors of the Liens securing the Indebtedness being Refinanced or grantors that would have been obligated to secure such Indebtedness or a Loan Party;

(ll) [reserved];

(mm) [reserved];

(nn) Liens (i) on inventory held by and granted to a local distribution company in the ordinary course of business and (ii) in accounts purchased and collected by and granted to a local distribution company that has agreed to make payments to the Borrower or any of its Subsidiaries for such amounts in the ordinary course of business; and

(oo) Liens in respect of Indebtedness secured by mortgages on the corporate headquarters of the Borrower and its Subsidiaries.

For purposes of determining compliance with this Section 6.02, (A) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of permitted Liens (or any portion thereof) described in Sections 6.02(a) through (oo) but may be permitted in part under any combination thereof and (B) in the event that a Lien securing an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Liens (or any portion thereof) described in Sections 6.02(a) through (oo), the Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if incurred at such later time), such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 6.02 and at the time of incurrence, classification or reclassification will be entitled to only include the amount and type of such Lien or such item of Indebtedness secured by such Lien (or any portion thereof) in one of the above clauses (or any portion thereof) and such Lien securing such item of Indebtedness (or any portion thereof) will be treated as being incurred or existing pursuant to only such clause or clauses (or any portion thereof) without giving pro forma effect to such item (or any portion thereof) when calculating the amount of Liens or Indebtedness that may be incurred, classified or reclassified pursuant to any other clause (or any portion thereof) at such time. In addition, with respect to any revolving loan Indebtedness or commitment to incur Indebtedness that is designated to be incurred on any Deemed Date pursuant to clause (C) of the third paragraph of Section 6.01, any Lien that does or that shall secure such Indebtedness may also be designated by the Borrower or any Subsidiary to be incurred on such Deemed Date and, in such event, any related subsequent actual incurrence of such Lien shall be deemed for purposes of Section 6.01 and 6.02, without duplication, to be incurred on such prior date (and on any subsequent date until such commitment is funded or terminated or such election is rescinded), including for purposes of calculating usage of any Permitted Lien. In addition, with respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness.

Notwithstanding the foregoing, no Lien shall be permitted (other than Liens in existence on the Petition Date) that are not provided for, and made in compliance with, the DIP Order and the Bankruptcy Code.

Section 6.03 Sale and Lease-Back Transactions. Except in respect of any arrangement in existence on the Closing Date (and any extensions or replacements thereof), enter into any arrangement,

directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter, as part of such transaction, rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred (a “Sale and Lease-Back Transaction”).

Section 6.04 Investments, Loans and Advances. (i) Purchase or acquire (including pursuant to any merger with a person that is not a Wholly Owned Subsidiary immediately prior to such merger) any Equity Interests, evidences of Indebtedness or other securities of any other person, (ii) make any loans or advances to or Guarantees of the Indebtedness of any other person (other than in respect of (A) intercompany liabilities incurred in connection with the cash management, Tax and accounting operations of the Borrower and the Subsidiaries in the ordinary course of business consistent with past practice and (B) intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any roll-overs or extensions of terms) and made in the ordinary course of business and consistent with past practice), or (iii) purchase or otherwise acquire, in one transaction or a series of related transactions, (x) all or substantially all of the property and assets or business of another person or (y) assets constituting a business unit, line of business or division of such person (each of the foregoing, an “Investment”), except:

(a) [reserved];

(b) (i) Investments by the Borrower or any Subsidiary in the Equity Interests of the Borrower or any Subsidiary that is a Loan Party (or a Subsidiary that is not a Loan Party provided such Investment is made in the ordinary course of business consistent with past practice for working capital purposes); (ii) intercompany loans from the Borrower or any Subsidiary to the Borrower or any Subsidiary (provided, that intercompany loans from a Loan Party to a Subsidiary that is not a Loan Party shall only be permitted under this clause (b) to the extent made in the ordinary course of business consistent with past practice for the operating needs of such Subsidiary); and (iii) Guarantees by the Borrower or any Subsidiary of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary that is a Loan Party;

(c) Permitted Investments and Investments that were Permitted Investments when made;

(d) Investments arising out of the receipt by the Borrower or any Subsidiary of non-cash consideration for the Disposition of assets permitted under Section 6.05;

(e) loans and advances to officers, directors, employees or consultants of the Borrower or any Subsidiary (i) in the ordinary course of business in an aggregate outstanding amount (valued at the time of the making thereof, and without giving effect to any subsequent change in value) not to exceed \$20,000, (ii) in respect of payroll payments and expenses in the ordinary course of business and (iii) in connection with such person’s purchase of Equity Interests of Holdings (or any Parent Entity) solely to the extent that the amount of such loans and advances shall be contributed to the Borrower in cash as common equity;

(f) accounts receivable, security deposits and prepayments arising and trade credit granted in the ordinary course of business and any assets or securities received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss and any prepayments and other credits to suppliers made in the ordinary course of business;

- (g) [reserved];
- (h) Investments existing on, or contractually committed as of, the Closing Date and, to the extent such Investment is in an amount in excess of \$500,000, set forth on Schedule 6.04 and any extensions, renewals, replacements or reinvestments thereof, so long as the aggregate amount of all Investments pursuant to this clause (h) is not increased at any time above the amount of such Investment existing or committed on the Closing Date (other than pursuant to an increase as required by the terms of any such Investment as in existence on the Closing Date or as otherwise permitted by this Section 6.04);
- (i) Investments resulting from pledges and deposits under Sections 6.02(f), (g), (o), (r), (s) and (ee);
- (j) [reserved];
- (k) [reserved];
- (l) intercompany loans between Subsidiaries that are not Loan Parties and Guarantees by Subsidiaries that are not Loan Parties permitted by Section 6.01(m);
- (m) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with or judgments against, customers and suppliers, in each case in the ordinary course of business or Investments acquired by the Borrower or a Subsidiary as a result of a foreclosure by the Borrower or any of the Subsidiaries with respect to any secured Investments or other transfer of title with respect to any secured Investment in default;
- (n) Investments of a Subsidiary acquired after the Closing Date or of a person merged into the Borrower or merged into or consolidated with a Subsidiary after the Closing Date, in each case, (i) to the extent such acquisition, merger or consolidation is permitted under this Section 6.04, (ii) in the case of any acquisition, merger or consolidation, in accordance with Section 6.05 and (iii) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;
- (o) acquisitions by the Borrower of obligations of one or more officers or other employees of Holdings, any Parent Entity, the Borrower or its Subsidiaries in connection with such officer's or employee's acquisition of Equity Interests of Holdings or any Parent Entity, so long as no cash is actually advanced by the Borrower or any of the Subsidiaries to such officers or employees in connection with the acquisition of any such obligations;
- (p) Guarantees by the Borrower or any Subsidiary of operating leases (other than Capitalized Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into by the Borrower or any Subsidiary in the ordinary course of business;
- (q) Investments to the extent that payment for such Investments is made with Equity Interests of Holdings or any direct or indirect holding company of Holdings;
- (r) [reserved];
- (s) Investments consisting of Restricted Payments permitted under Section 6.06;
- (t) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit and Uniform Commercial Code Article 4 customary trade arrangements with customers;

(u) Guarantees by the Borrower or any Subsidiary given in order to comply with the requirements of section 8a of the German Partial Retirement Act (*Altersteilzeitgesetz*) or section 7e of Book IV of the German Social Security Code (*Sozialgesetzbuch IV*);

(v) Guarantees permitted under Section 6.01 (except to the extent such Guarantee is expressly subject to this Section 6.04);

(w) advances in the form of a prepayment of expenses, so long as such expenses are being paid in accordance with customary trade terms of the Borrower or such Subsidiary;

(x) Investments by the Borrower and its Subsidiaries, including loans to any direct or indirect parent of the Borrower, if the Borrower or any other Subsidiary would otherwise be permitted to make a Restricted Payment in such amount (provided, that the amount of any such Investment shall also be deemed to be a Restricted Payment under the appropriate clause of Section 6.06 for all purposes of this Agreement);

(y) Investments consisting of Securitization Assets or arising as a result of Permitted Securitization Financings;

(z) [reserved];

(aa) to the extent constituting Investments, purchases and acquisitions of inventory, supplies, materials and equipment or purchases of contract rights or licenses or leases of Intellectual Property in each case in the ordinary course of business;

(bb) Investments received substantially contemporaneously in exchange for Equity Interests of Holdings or any direct or indirect holding company of Holdings;

(cc) [reserved];

(dd) [reserved];

(ee) [reserved];

(ff) [reserved];

(gg) [reserved]; and

(hh) Investments made pursuant to the Intercompany Services Agreements.

Notwithstanding anything to the contrary contained in this Section 6.04, no Investment by Holdings or the Borrower shall be permitted pursuant to this Section 6.04 unless such Investment is also permitted under Article VIA.

Any Investment in any person other than the Borrower or a Subsidiary Loan Party that is otherwise permitted by this Section 6.04 may be made through intermediate Investments in Subsidiaries that are not Loan Parties and such intermediate Investments shall be disregarded for purposes of determining the outstanding amount of Investments pursuant to any clause set forth above. The amount of any Investment made other than in the form of cash or cash equivalents shall be the fair market value thereof (as determined by the Borrower in good faith) valued at the time of the making thereof, and without giving effect to any subsequent change in value.

For purposes of determining compliance with this covenant, (A) an Investment need not be permitted solely by reference to one category of permitted Investments (or portion thereof) described in the above clauses but may be permitted in part under any combination thereof and (B) in the event that an Investment (or any portion thereof) meets the criteria of one or more of the categories of permitted Investments (or any portion thereof) described in the above clauses, the Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such permitted Investment (or any portion thereof) in any manner that complies with this covenant and at the time of classification or reclassification will be entitled to only include the amount and type of such Investment (or any portion thereof) in one of the categories of permitted Investments (or any portion thereof) described in the above clauses.

Notwithstanding the foregoing, (i) no Investment shall be permitted after the Closing Date that is not provided for, and made in compliance with, the Approved DIP Budget and the Bankruptcy Code and (iii) no Investment shall be permitted in any direct or indirect Parent Entity (including without limitation the Upper Tier Holding Company Debtors).

Section 6.05 Mergers, Consolidations, Sales of Assets and Acquisitions. Merge into or consolidate with any other person, or permit any other person to merge into or consolidate with it, or Dispose of (in one transaction or in a series of related transactions) all or any part of its assets (whether now owned or hereafter acquired), or Dispose of any Equity Interests of any Subsidiary, or purchase, lease or otherwise acquire (in one transaction or a series of related transactions) all of the assets of any other person or division or line of business of a person, except that this Section 6.05 shall not prohibit:

(a) (i) the purchase and Disposition of inventory, or the sale of receivables pursuant to non-recourse factoring arrangements, in each case in the ordinary course of business by the Borrower or any Subsidiary, (ii) the acquisition or lease (pursuant to an operating lease) of any other asset in the ordinary course of business by the Borrower or any Subsidiary or, with respect to operating leases, otherwise for fair market value on market terms (as determined in good faith by the Borrower), (iii) the Disposition of surplus, obsolete, damaged or worn out equipment or other property by the Borrower or any Subsidiary in the ordinary course of business or consistent with past practice or industry norm or determined in good faith by the Borrower to be no longer used or useful or necessary in the operation of the business of the Borrower or any Subsidiary, (iv) assignments by the Borrower and any Subsidiary in connection with insurance arrangements of their rights and remedies under, and with respect to, the Acquisition Agreement in respect of any breach by the Seller or the Company of its representations and warranties set forth therein or (v) the Disposition of Permitted Investments in the ordinary course of business;

(b) if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing or would result therefrom, (i) the merger or consolidation of any Subsidiary of the Company with or into the Company in a transaction in which the Company is the survivor, (ii) the merger or consolidation of any Subsidiary of the Company with or into any Subsidiary Loan Party in a transaction in which the surviving or resulting entity is or becomes a Subsidiary Loan Party and, in the case of each of clauses (i) and (ii), no person other than the Borrower or a Subsidiary Loan Party receives any consideration (unless otherwise permitted by Section 6.04), (iii) the inclusion of any Subsidiary of the Company or the Company in any corporate income tax fiscal unity or value added tax fiscal unity, (iv) the merger or consolidation of any Subsidiary that is not a Subsidiary Loan Party with or into any other Subsidiary that is not a Subsidiary Loan Party, (v) the liquidation or dissolution or change in form of entity of any Subsidiary of the Company if the Borrower determines in good faith that such liquidation, dissolution or change in form is in the best interests of the Borrower and is not materially disadvantageous to the Lenders, (vi) any Subsidiary of the Company may merge or consolidate with any other person in order to effect an Investment permitted pursuant to Section 6.04 so long as the continuing or surviving person shall be a Subsidiary of the Company (unless otherwise permitted by Section 6.04),

which shall be a Loan Party if the merging or consolidating Subsidiary of the Company was a Loan Party (unless otherwise permitted by Section 6.04) and which together with each of its Subsidiaries shall have complied with any applicable requirements of Section 5.10 or (vii) any Subsidiary of the Company may merge or consolidate with any other person in order to effect an Asset Sale otherwise permitted pursuant to this Section 6.05;

(c) Dispositions to the Borrower or a Subsidiary (upon voluntary liquidation or otherwise); provided, that any Dispositions by a Loan Party to a Subsidiary that is not a Subsidiary Loan Party in reliance on this clause (c) shall be made in compliance with Section 6.04;

(d) [reserved];

(e) (i) Investments permitted by Section 6.04, Permitted Liens and Restricted Payments permitted by Section 6.06 and (ii) any Disposition made pursuant to the Acquisition Agreement or the Intercompany Services Agreements or in connection with the Transactions;

(f) Dispositions of defaulted receivables in the ordinary course of business and not as part of an accounts receivables financing transaction;

(g) other Dispositions of assets; provided, that the Net Proceeds thereof, if any, are applied in accordance with Section 2.11(b) to the extent required thereby;

(h) [reserved];

(i) leases, licenses or subleases or sublicenses of any real or personal property or Intellectual Property or assignments of the same in the ordinary course of business;

(j) Dispositions of inventory or Dispositions or abandonment of Intellectual Property of the Borrower and its Subsidiaries determined in good faith by the management of the Borrower to be no longer useful, necessary or otherwise not material in the operation of the business of the Borrower or any of the Subsidiaries;

(k) [reserved];

(l) the purchase and Disposition (including by capital contribution) of (i) Securitization Assets pursuant to Permitted Securitization Financings and (ii) any other Securitization Assets subject to Liens securing Permitted Securitization Financing;

(m) to the extent constituting a Disposition, any termination, settlement or extinguishment of obligations in respect of any Hedging Agreement;

(n) [reserved];

(o) if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing or would result therefrom, any Subsidiary of the Company or any other person (other than Holdings and the Borrower) may be merged, amalgamated or consolidated with or into the Company, provided that (A) the Company shall be the surviving entity or (B) if the surviving entity is not the Company (such other person, the "Successor Company"), (1) the Successor Company shall be an entity organized or existing under the laws of the Netherlands and (2) the Successor Company shall expressly assume all the obligations of the Company under this Agreement and the other Loan Documents pursuant to a supplement hereto or thereto in form reasonably satisfactory to the

Administrative Agent (or, at the option of the Successor Company, new Loan Documents in substantially similar form or such other form reasonably satisfactory to the Administrative Agent); and

(p) Dispositions of assets in order to comply with the requirements of section 7f of Book IV of the German Social Security Code (*Sozialgesetzbuch IV*) or section 4 of the German Company Pension Act (*Gesetz zur Verbesserung der betrieblichen Altersversorgung*).

Notwithstanding anything to the contrary contained in Section 6.05 above, no Disposition of assets under Section 6.05(g) shall be permitted unless (i) such Disposition is for fair market value (as determined in good faith by the Borrower), or if not for fair market value, the shortfall is permitted as an Investment under Section 6.04, and (ii) at least 75% of the proceeds of such Disposition (except to Loan Parties) consist of cash or Permitted Investments; provided, that the provisions of this clause (ii) shall not apply to any individual transaction or series of related transactions involving assets with a fair market value (as determined in good faith by the Borrower) of less than \$200,000 or to other transactions involving assets with a fair market value (as determined in good faith by the Borrower) of not more than \$1,000,000 calculated on a Pro Forma Basis for the then most recently ended Test Period in the aggregate for all such transactions during the term of this Agreement; provided, further, that for purposes of this clause (ii), each of the following shall be deemed to be cash: (a) the amount of any liabilities (as shown on the Borrower's or such Subsidiary's most recent balance sheet or in the notes thereto) that are assumed by the transferee of any such assets or are otherwise cancelled in connection with such transaction, (b) any notes or other obligations or other securities or assets received by the Borrower or such Subsidiary from the transferee that are converted by the Borrower or such Subsidiary into cash within 180 days after receipt thereof (to the extent of the cash received), (c) [reserved], (d) the amount of Indebtedness of any Subsidiary that is no longer a Subsidiary as a result of such Asset Sale, to the extent that Holdings, the Borrower and each other Subsidiary are released from any guarantee of payment of such Indebtedness in connection with the Asset Sale and (e) consideration consisting of Indebtedness of the Borrower or a Subsidiary (other than Indebtedness that is subordinated in right of payment to the Obligations) received from persons who are not Holdings, the Borrower or a Subsidiary in connection with the Asset Sale and that is cancelled. For purposes of this Section 6.05, the fair market value of any assets Disposed of by the Borrower or any Subsidiary shall be determined in good faith by the Borrower and may be determined either, at the option of the Borrower, at the time of such Disposition or as of the date of the definitive agreement with respect to such Disposition. Notwithstanding the foregoing, no Disposition by a Debtor shall be permitted that is not made in compliance with the Bankruptcy Code.

Section 6.06 Dividends and Distributions. Declare or pay any dividend or make any other distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, with respect to any of its Equity Interests (other than dividends and distributions on Equity Interests payable solely by the issuance of additional Equity Interests (other than Disqualified Stock) of the person paying such dividends or distributions) or directly or indirectly redeem, purchase, retire or otherwise acquire for value (or permit any Subsidiary to purchase or acquire) any Equity Interests of the Borrower, Holdings or any Parent Entity (including without limitation the Upper Tier Holding Company Debtors) or set aside any amount for any such purpose (other than through the issuance of additional Equity Interests (other than Disqualified Stock) of the person redeeming, purchasing, retiring or acquiring such shares) (all of the foregoing, "Restricted Payments"); provided, however, that:

(a) Restricted Payments may be made to the Borrower or any Wholly Owned Subsidiary of the Borrower (or, in the case of non-Wholly Owned Subsidiaries, to the Borrower or any Subsidiary that is a direct or indirect parent of such Subsidiary and to each other owner of Equity Interests of such Subsidiary on a pro rata basis (or more favorable basis from the perspective of the Borrower or such Subsidiary) based on their relative ownership interests);

(b) Restricted Payments may be made in respect of (i) general corporate operating and overhead, legal, accounting and other professional fees and expenses of Holdings or any Parent Entity, (ii) fees and expenses related to any public offering or private placement of Equity Interests or Indebtedness of Holdings or any Parent Entity whether or not consummated, (iii) franchise and similar Taxes and other fees and expenses in connection with the maintenance of its (or any Parent Entity's) existence and its (or any Parent Entity's indirect) ownership of the Borrower, (iv) payments permitted by Section 6.07(b) (other than Section 6.07(b)(vii)), (v) (a) in respect of any taxable period for which the Borrower and/or any of its Subsidiaries are members of a consolidated, combined, affiliated, unitary or similar Tax group for U.S. federal and/or applicable state, local or foreign Tax purposes, Restricted Payments to any member of such consolidated, combined, affiliated, unitary or similar Tax group in an amount that does not exceed the Tax liability of such member for such taxable period and (b) in respect of any taxable period for which the Borrower is a passthrough entity for U.S. federal and/or applicable state, local or foreign Tax purposes, Restricted Payments to any direct or indirect parent of the Borrower in an amount necessary to permit such direct or indirect parent of the Borrower to pay or to make a pro rata distribution to its owners such that each direct or indirect owner of the Borrower receives an amount from such pro rata distribution sufficient to enable such owner to pay its U.S. federal, state, local and/or foreign income Taxes (as applicable) attributable to its direct or indirect ownership of the Borrower and its Subsidiaries with respect to such taxable period (assuming that such owner is subject to Tax at the highest combined marginal federal, state, local and/or foreign income Tax rate applicable to such owner for such taxable period and taking into account the deductibility of U.S. state and local or foreign income Taxes for U.S. federal or foreign income Tax purposes (and any limitations thereon), as applicable), and (vi) customary salary, bonus and other benefits payable to, and indemnities provided on behalf of, officers, directors, employees and consultants of Holdings or any Parent Entity, in each case in order to permit Holdings or any Parent Entity to make such payments; provided, that in the case of subclauses (i) and (iii), the amount of such Restricted Payments shall not exceed the portion of any amounts referred to in such subclauses (i) and (iii) that are allocable to the Borrower and its Subsidiaries (which (x) shall be 100% at any time that, as the case may be, (1) Holdings owns no material assets other than the Equity Interests of the Borrower and assets incidental to such equity ownership or (2) any Parent Entity owns directly or indirectly no material assets other than Equity Interests of Holdings and any other Parent Entity and assets incidental to such equity ownership and (y) in all other cases shall be as determined in good faith by the Borrower);

(c) Restricted Payments may be made to Holdings, the proceeds of which are used to purchase or redeem the Equity Interests of Holdings or any Parent Entity (including related stock appreciation rights or similar securities) held by then present or former directors, consultants, officers or employees of any Parent Entity, Holdings, the Borrower or any of the Subsidiaries or by any Plan or any shareholders' agreement then in effect upon such person's death, disability, retirement or termination of employment or under the terms of any such Plan or any other agreement under which such shares of stock or related rights were issued; provided, that the aggregate amount of such purchases or redemptions under this clause (c) shall not exceed in any fiscal year \$200,000 (plus (x) the amount of net proceeds contributed to the Borrower that were received by Holdings or any Parent Entity during such calendar year from sales of Equity Interests of Holdings or any Parent Entity to directors, consultants, officers or employees of Holdings, any Parent Entity, the Borrower or any Subsidiary in connection with permitted employee compensation and incentive arrangements, (y) the amount of net proceeds of any key-man life insurance policies received during such calendar year, and (z) the amount of any cash bonuses otherwise payable to members of management, directors or consultants of Holdings, any Parent Entity, the Borrower or the Subsidiaries in connection with the Transactions that are foregone in return for the receipt of Equity Interests), which, if not used in any year, may be carried forward to any subsequent calendar year; and provided, further, that cancellation of Indebtedness owing to the Borrower or any Subsidiary from members of management of Holdings, any Parent Entity, the Borrower or its Subsidiaries in connection

with a repurchase of Equity Interests of Holdings or any Parent Entity will not be deemed to constitute a Restricted Payment for purposes of this Section 6.06;

(d) any person may make non-cash repurchases of Equity Interests deemed to occur upon exercise of stock options if such Equity Interests represent a portion of the exercise price of such options;

(e) [reserved];

(f) [reserved];

(g) Restricted Payments may be made to pay, or to allow Holdings or any Parent Entity to make payments, in cash, in lieu of the issuance of fractional shares, upon the exercise of warrants or upon the conversion or exchange of Equity Interests of any such person;

(h) [reserved];

(i) [reserved];

(j) [reserved];

(k) Restricted Payments may be made under the Intercompany Services Agreements;

(l) Restricted Payments may be made in an amount equal to Excluded Contributions;

(m) [reserved]; and

(n) any consideration, payment, dividend, distribution or other transfer in connection with a Permitted Securitization Financing.

Notwithstanding anything herein to the contrary, (i) the foregoing provisions of Section 6.06 will not prohibit the payment of any Restricted Payment or the consummation of any redemption, purchase, defeasance or other payment within 60 days after the date of declaration thereof or the giving of notice, as applicable, if at the date of declaration or the giving of such notice such payment would have complied with the provisions of this Agreement and (ii) solely for purposes of this Agreement and the other Loan Documents, any equity contribution or purchase of Equity Interests to fund shares that have selected appraisal rights (including any settlement in respect thereof) shall be deemed to have been made on the Closing Date, and any payment to the holders of such shares shall be deemed to have been made on the Closing Date, in each case, as part of the Transactions.

For purposes of determining compliance with this covenant, (A) a Restricted Payment need not be permitted solely by reference to one category of permitted Restricted Payments (or any portion thereof) described in the above clauses but may be permitted in part under any combination thereof and (B) in the event that a Restricted Payment (or any portion thereof) meets the criteria of one or more of the categories of permitted Restricted Payments (or any portion thereof) described in the above clauses, the Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such permitted Restricted Payment (or any portion thereof) in any manner that complies with this covenant and at the time of classification or reclassification will be entitled to only include the amount and type of such Restricted Payment (or any portion thereof) in one of the categories of permitted Restricted Payments (or any portion thereof) described in the above clauses.

Notwithstanding the foregoing, no Restricted Payment shall be permitted that is not provided for, and made in compliance with, the Approved DIP Budget and the Bankruptcy Code.

Section 6.07 Transactions with Affiliates. (a) Sell or transfer any property or assets to, or purchase or acquire any property or assets from, or otherwise engage in any other transaction with, any of its Affiliates (other than the Borrower, Holdings, and the Subsidiaries or any person that becomes a Subsidiary as a result of such transaction) in a transaction (or series of related transactions) involving aggregate consideration in excess of \$500,000, unless such transaction is (i) otherwise permitted (or required) under this Agreement or (ii) upon terms that are substantially no less favorable to the Borrower or such Subsidiary, as applicable, than would be obtained in a comparable arm's-length transaction with a person that is not an Affiliate, as determined by the Board of Directors of the Borrower or such Subsidiary in good faith.

(b) The foregoing clause (a) shall not prohibit, to the extent otherwise permitted under this Agreement,

(i) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, equity purchase agreements, stock options and stock ownership plans approved by the Board of Directors of Holdings (or any Parent Entity) or of the Borrower,

(ii) loans or advances to employees or consultants of Holdings (or any Parent Entity), the Borrower or any of the Subsidiaries in accordance with Section 6.04(e),

(iii) transactions among the Borrower or any Loan Party or any entity that becomes Loan Party as a result of such transaction (including via merger, consolidation or amalgamation in which the Borrower or a Loan Party is the surviving entity),

(iv) the payment of fees, reasonable out-of-pocket costs and indemnities to directors, officers, consultants and employees of Holdings, any Parent Entity, the Borrower and the Subsidiaries in the ordinary course of business (limited, in the case of any Parent Entity, to the portion of such fees and expenses that are allocable to the Borrower and its Subsidiaries (which (x) shall be 100% for so long as Holdings or such Parent Entity, as the case may be, owns no assets other than the Equity Interests of the Borrower, Holdings or any Parent Entity and assets incidental to the ownership of the Borrower and its Subsidiaries and (y) in all other cases shall be as determined in good faith by management of the Borrower)),

(v) the Transactions and any transactions pursuant to the Loan Documents and permitted transactions, agreements and arrangements in existence on the Closing Date and, to the extent involving aggregate consideration in excess of \$500,000, set forth on Schedule 6.07 or any amendment thereto or replacement thereof or similar arrangement to the extent such amendment, replacement or arrangement is not adverse to the Lenders when taken as a whole in any material respect (as determined by the Borrower in good faith),

(vi) (A) any employment agreements entered into by the Borrower or any of the Subsidiaries in the ordinary course of business, (B) any subscription agreement or similar agreement pertaining to the repurchase of Equity Interests pursuant to put/call rights or similar rights with employees, officers or directors, and (C) any employee compensation, benefit plan or arrangement, any health, disability or similar insurance plan which covers employees, and any reasonable employment contract and transactions pursuant thereto,

(vii) Restricted Payments permitted under Section 6.06, including payments to Holdings (and any Parent Entity), and Investments permitted under Section 6.04,

(viii) any purchase by Holdings of the Equity Interests of the Borrower; provided, that any Equity Interests of the Borrower purchased by Holdings shall be pledged to the Collateral Agent (and deliver the relevant certificates or other instruments (if any) representing such Equity Interests to the Collateral Agent) on behalf of the Lenders to the extent required by the Holdings Pledge Agreement,

(ix) [reserved],

(x) transactions for the purchase or sale of goods, equipment, products, parts and services entered into in the ordinary course of business,

(xi) any transaction in respect of which the Borrower delivers to the Administrative Agent a letter addressed to the Board of Directors of the Borrower from an accounting, appraisal or investment banking firm, in each case of nationally recognized standing that is in the good faith determination of the Borrower qualified to render such letter, which letter states that (i) such transaction is on terms that are substantially no less favorable to the Borrower or such Subsidiary, as applicable, than would be obtained in a comparable arm's-length transaction with a person that is not an Affiliate or (ii) such transaction is fair to the Borrower or such Subsidiary, as applicable, from a financial point of view,

(xii) subject to subclause (xiv) below, if applicable, the payment of all fees, expenses, bonuses and awards related to the Transactions,

(xiii) transactions with joint ventures for the purchase or sale of goods, equipment, products, parts and services entered into in the ordinary course of business and consistent with past practice,

(xiv) [reserved],

(xv) the issuance, sale or transfer of Equity Interests of the Borrower to Holdings and capital contributions by Holdings to the Borrower,

(xvi) [reserved],

(xvii) payments by Holdings (or any Parent Entity), the Borrower and the Subsidiaries pursuant to a Tax sharing agreement or arrangement (whether written or as a matter of practice) that complies with, and in amounts not to exceed, for the applicable taxable period, the amounts described in, clause (v) of Section 6.06(b),

(xviii) transactions pursuant to any Permitted Securitization Financing,

(xix) [reserved],

(xx) transactions with customers, clients or suppliers, or purchasers or sellers of goods or services, in each case in the ordinary course of business or consistent with past practice or industry norm otherwise in compliance with the terms of this Agreement that are fair to the Borrower or the Subsidiaries (in the good faith determination of the Borrower),

(xxi) transactions between the Borrower or any of the Subsidiaries and any person, a director of which is also a director of the Borrower or any direct or indirect parent

company of the Borrower; provided, however, that (A) such director abstains from voting as a director of the Borrower or such direct or indirect parent company, as the case may be, on any matter involving such other person and (B) such person is not an Affiliate of the Borrower for any reason other than such director's acting in such capacity,

(xxii) transactions permitted by, and complying with, the provisions of Section 6.05, and

(xxiii) transactions made pursuant to the Intercompany Services Agreements.

Notwithstanding the foregoing, the Fund, any portfolio company that is an Affiliate of the Fund or a Fund Affiliate shall not be considered an Affiliate of the Borrower or its Subsidiaries with respect to any transaction, so long as such transaction is in the ordinary course of business.

Notwithstanding the foregoing, no payment otherwise permitted under this Section 6.07 shall be permitted that is not provided for, and made in compliance with, the Approved DIP Budget and the Bankruptcy Code, and no payments of any kind shall be made to any of the Permitted Holders.

Section 6.08 Business of the Borrower and the Subsidiaries. Notwithstanding any other provisions hereof, engage at any time to any material extent in any business or business activity substantially different from any business or business activity conducted by any of them on the Closing Date or any Similar Business, other than Permitted Securitization Financings.

Section 6.09 Limitation on Payments and Modifications of Indebtedness; Modifications of Certificate of Incorporation, By-Laws and Certain Other Agreements; etc.

(a) Amend or modify in any manner materially adverse to the Lenders when taken as a whole (as determined in good faith by the Borrower), or grant any waiver or release under or terminate in any manner (if such granting or termination shall be materially adverse to the Lenders when taken as a whole (as determined in good faith by the Borrower)), the articles or certificate of incorporation, by-laws, limited liability company operating agreement, partnership agreement or other organizational or constitutive documents of the Borrower or any of the Subsidiary Loan Parties.

(b) (i) Make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of, or in respect of, principal of or interest on any Junior Financing, or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination in respect of any Junior Financing, except for:

(A) [reserved];

(B) payments of regularly-scheduled interest and fees due thereunder, other non-principal payments thereunder, any mandatory prepayments of principal, interest and fees thereunder, scheduled payments thereon necessary to avoid the Junior Financing from constituting "applicable high yield discount obligations" within the meaning of Section 163(i)(1) of the Code, and, to the extent this Agreement is then in effect, principal on the scheduled maturity date of any Junior Financing (or within twelve months thereof); or

(ii) Amend or modify, or permit the amendment or modification of, any provision of any Junior Financing that constitutes Material Indebtedness, or any agreement, document or instrument evidencing or relating thereto, other than amendments or modifications that (A) are not materially adverse to Lenders when taken as a whole (as determined in good faith by the Borrower) and that do not affect the subordination or payment provisions thereof (if any) in

a manner adverse to the Lenders when taken as a whole (as determined in good faith by the Borrower) or (B) otherwise comply with the definition of “Permitted Refinancing Indebtedness.”

(c) Permit any Subsidiary to enter into any agreement or instrument that by its terms restricts (i) the payment of dividends or distributions or the making of cash advances to the Borrower or any Subsidiary that is a direct or indirect parent of such Subsidiary or (ii) the granting of Liens by the Borrower or such Subsidiary that is a Loan Party pursuant to the Security Documents, in each case other than those arising under any Loan Document, except, in each case, restrictions existing by reason of:

(A) restrictions imposed by applicable law;

(B) contractual encumbrances or restrictions in effect on the Closing Date, including under Indebtedness existing on the Closing Date and set forth on Schedule 6.01, or any agreements related to any Permitted Refinancing Indebtedness in respect of any such Indebtedness and, in each case, any similar contractual encumbrances or restrictions and any amendment, modification, supplement, replacement or refinancing of such agreements or instruments that does not materially expand the scope of any such encumbrance or restriction (as determined in good faith by the Borrower);

(C) any restriction on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition;

(D) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business;

(E) any restrictions imposed by any agreement relating to secured Indebtedness permitted by this Agreement to the extent that such restrictions apply only to the property or assets securing such Indebtedness;

(F) any restrictions imposed by any agreement relating to Indebtedness incurred pursuant to Section 6.01 or Permitted Refinancing Indebtedness in respect thereof, to the extent such restrictions are not materially more restrictive, taken as a whole, than the restrictions contained in this Agreement or are market terms at the time of issuance (in each case as determined in good faith by the Borrower);

(G) customary provisions contained in leases or licenses of Intellectual Property and other similar agreements entered into in the ordinary course of business;

(H) customary provisions restricting subletting or assignment of any lease governing a leasehold interest;

(I) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;

(J) customary restrictions and conditions contained in any agreement relating to the sale, transfer, lease or other disposition of any asset permitted under Section 6.05 pending the consummation of such sale, transfer, lease or other disposition;

(K) customary restrictions and conditions contained in the document relating to any Lien, so long as (1) such Lien is a Permitted Lien and such restrictions or conditions relate only to the specific asset subject to such Lien, and (2) such restrictions and conditions are not created for the purpose of avoiding the restrictions imposed by this Section 6.09;

(L) customary net worth provisions contained in Real Property leases entered into by Subsidiaries, so long as the Borrower has determined in good faith that such net worth provisions would not reasonably be expected to impair the ability of the Borrower and its Subsidiaries to meet their ongoing obligations;

(M) any agreement in effect at the time such subsidiary becomes a Subsidiary, so long as such agreement was not entered into in contemplation of such person becoming a Subsidiary;

(N) restrictions in agreements representing Indebtedness permitted under Section 6.01 of a Subsidiary of the Borrower that is not a Subsidiary Loan Party;

(O) customary restrictions contained in leases, subleases, licenses or Equity Interests or asset sale agreements otherwise permitted hereby as long as such restrictions relate to the Equity Interests and assets subject thereto;

(P) restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

(Q) restrictions contained in any Permitted Securitization Document;

(R) customary restrictions imposed under any general conditions of a bank operating in the Netherlands with respect to receivables against an account bank; and

(S) any encumbrances or restrictions of the type referred to in Section 6.09(c)(i) and 6.09(c)(ii) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of or similar arrangements to the contracts, instruments or obligations referred to in clauses (A) through (R) above; provided, that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements, refinancings or similar arrangements are, in the good faith judgment of the Borrower, not materially more restrictive with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions as contemplated by such provisions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement, refinancing or similar arrangement.

Section 6.10 Fiscal Year. In the case of the Borrower, permit any change to its fiscal year without prior notice to the Administrative Agent, in which case, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in fiscal year.

Section 6.11 [Reserved].

Section 6.12 Centre of Main Interest. In the case of Holdings, the Borrower and each Subsidiary Loan Party whose centre of main interest is located in any member state of the European Union as of the Closing Date, knowingly or intentionally take the steps required to change the “centre of main interest” (as such term is used in Article 3(1) of the Council Regulation (EC) 1346/2000 on insolvency proceedings or, from June 26, 2017, Regulation (EU) 2015/848 of the European Parliament and of the Council of May 20, 2015 on insolvency proceedings (recast)) of such Loan Party unless: (a) such person is changing its centre of main interest to a centre of main interest located in the same country as its original centre of main interest, (b) the change of such person’s centre of main interest would not be materially adverse to the interests of the Lenders in respect of the Loan Documents, or (c) in the case of any Subsidiary

Loan Parties (other than the Company), such steps are not taken with the principal intention of achieving the purpose of changing its centre of main interest.

Section 6.13 Restrictions on Transfers of Assets to Non-Credit Parties. Notwithstanding anything to the contrary in this Agreement or in any other Loan Document, none of Borrower or any Subsidiary that is a Loan Party shall directly or indirectly transfer (including by any designation or any similar means) assets to any Subsidiary that is a Non-Loan Party, including, without limitation, any direct or indirect transfer of assets by means of any transaction not prohibited by the negative covenants set forth in this Article VI (including, without limitation, by means of an incurrence of Indebtedness, an incurrence of Liens, Investments, Restricted Payments, or any dispositions or transfers), except any arrangements existing on the date hereof and any transfers of inventory or cash for operating needs consistent with the Approved DIP Budget and in any event subject to the other restrictions set forth herein.

Section 6.14 Orders. Notwithstanding anything to the contrary herein, no Loan Party nor any Subsidiary shall use any portion or proceeds of the Loans or the Collateral, or disbursements set forth in the Approved DIP Budget, for payments or for purposes that would violate the terms of the DIP Order or the Bankruptcy Code.

Section 6.15 Bankruptcy Actions. Seek, consent to, or permit to exist, without the prior written consent of the Administrative Agent and the Required Lenders (which consent shall constitute authorization under this Agreement), any order granting authority to take any action that is prohibited by the terms of this Agreement, the DIP Order, the Bankruptcy Code or the other Loan Documents or refrain from taking any action that is required to be taken by the terms of the DIP Order, the Bankruptcy Code, or any of the other Loan Documents.

Section 6.16 Insolvency Proceeding Claims. Incur, create, assume, suffer to exist or permit any other super priority administrative claim which is pari passu with or senior to the claim of any Agent or the Lenders against the Loan Parties, except for the Carve-Out.

Section 6.17 Non-Guarantor Cash Limit. The aggregate cash balances of the Subsidiaries of the Borrower that are not Loan Parties will not at any time exceed \$30,000,000; provided, that no Event of Default shall occur hereunder so long as the Borrower is in compliance with this covenant within (7) Business Days after such event.

ARTICLE VIA

Holdings Negative Covenants

Notwithstanding any other provision of this Agreement, Holdings and the Borrower hereby covenants and agrees with each Lender that, from and after the Closing Date and until the Termination Date, unless the Required Lenders shall otherwise consent in writing:

(a) subject to paragraph (b) below, Holdings shall not own or acquire any material assets (other than cash and cash equivalents) or engage in any material business or activity other than (i) the ownership of all the outstanding Equity Interests in the Borrower and the Company in accordance with paragraph (b) below and activities incidental thereto, (ii) the maintenance of its corporate existence and activities incidental thereto, including general and corporate overhead, provided that so long as no Default

has occurred and is continuing or would result therefrom, it may change its jurisdiction of incorporation subject to compliance with Section 6.12 and provided that its Guarantee of the Obligations and the Lien on all Collateral held by it under the Loan Documents shall remain in effect to the same extent as immediately prior to such change of its jurisdiction of incorporation, (iii) activities required to comply with applicable laws, (iv) the receipt of, or the making of, Restricted Payments, in each case, to the extent not prohibited by Section 6.06 and not inconsistent with paragraph (b) below, (v) the obtainment of, and the payment of, any fees and expenses for management, consulting, investment banking and advisory services to the extent otherwise permitted by this Agreement, (vi) compliance with its obligations under the Loan Documents or any credit agreement, indenture or other agreement in respect of Indebtedness not prohibited under Section 6.01, (vii) any steps or actions in connection with the Dutch Restructuring Steps, (viii) [reserved], (ix) activities incidental to legal, tax and accounting matters in connection with any of the foregoing activities and (x) the creation, incurrence, assumption or existence of any Indebtedness or other liabilities not prohibited by paragraph (b) or (c) below;

(b) (i) the only Equity Interests which Holdings shall hold shall be the Equity Interests in the Borrower and the only Equity Interests which the Borrower shall hold shall be the Equity Interests in the Company, (ii) the only Indebtedness in respect of which Holdings shall be the creditor shall be loans or other Indebtedness (A) to the Borrower which is not prohibited under this Agreement and (B) to a Parent Entity with respect to a Restricted Payment which is not prohibited under this Agreement and (iii) the only Indebtedness in respect of which the Borrower shall be the creditor shall be loans or other Indebtedness (A) to the Company or Lumileds and (B) to Holdings if the Borrower would otherwise be permitted to make a Restricted Payment in such amount; provided that, all such Indebtedness shall be subordinated to the Obligations under this Agreement pursuant to the Subordination Agreement;

(c) it shall not create, incur, assume or permit to exist any Indebtedness or other liabilities except (i) Indebtedness created under the Loan Documents and (ii) any Indebtedness not prohibited by Section 6.01; and

(d) it shall not create, incur, assume or permit to exist any Lien other than (i) Liens created under the Loan Documents and (ii) Liens not prohibited by Section 6.02 on any of the Equity Interests issued by the Borrower held by Holdings or any of the Equity Interests issued by the Company held by the Borrower.

ARTICLE VII

Events of Default

Section 7.01 Events of Default. Notwithstanding the provisions of Section 362 of the Bankruptcy Code to the extent provided in the DIP Order, with respect to the Debtors and without notice, application or motion, hearing before, or order of the Bankruptcy Court or any notice to any Loan Party, any of the following shall constitute an Event of Default (each, an “Event of Default”):

(a) any representation or warranty made or deemed made by the Borrower or any Subsidiary Loan Party herein or in any other Loan Document or any certificate or document delivered pursuant hereto or thereto shall prove to have been false or misleading in any material respect when so made or deemed made and such false or misleading representation or warranty (if curable) shall remain false or misleading for a period of 15 days after notice thereof from the Administrative Agent to the Borrower;

(b) default shall be made in the payment of any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise;

(c) default shall be made in the payment of any interest on any Loan or in the payment of any Fee or any other amount (other than an amount referred to in clause (b) above) due under any Loan Document, when and as the same shall become due and payable, and such default shall continue unremedied for a period of five Business Days;

(d) default shall be made in the due observance or performance by Holdings or the Borrower of any covenant, condition or agreement contained in, Section 5.01(a), 5.05(a) 5.08, 5.13, 5.14, 5.16, 5.17, Article VI or Article VIA;

(e) default shall be made in the due observance or performance by Holdings, the Borrower or any of the Subsidiary Loan Parties of any covenant, condition or agreement contained in any Loan Document (other than those specified in clauses (b), (c) and (d) above) and such default shall continue unremedied for a period of 30 days (or 60 days if such default results solely from the failure of a Subsidiary that is not a Loan Party to duly observe or perform any such covenant, condition or agreement) after the earlier of (i) notice thereof from the Administrative Agent to the Borrower and (ii) actual knowledge of such default by any Responsible Officer of any Loan Party;

(f) except for defaults arising as a result of the filing of the Chapter 11 Cases and defaults from obligations with respect to which the Bankruptcy Code prohibits or excuses any Loan Party from complying, (i) any event or condition occurs that (A) results in any Material Indebtedness becoming due prior to its scheduled maturity (other than, for the avoidance of doubt, Material Indebtedness with respect to Permitted Securitization Financings) or (B) enables or permits the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; or (ii) the Borrower or any of the Subsidiaries shall fail to pay the principal of any Material Indebtedness at the stated final maturity thereof; provided, that this clause (f) shall not apply to any secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness;

(g) there shall have occurred a Change in Control;

(h) the occurrence of any of the following in any of the Chapter 11 Cases:

(i) If any Debtor makes any payment on account of any Indebtedness existing as of the Petition Date, except for any payments expressly authorized by the DIP Orders and this Agreement or any payments set forth in the Approved DIP Budget;

(ii) If the Interim Order or Final Order are not entered by the applicable Milestones (or such other period as the Administrative Agent and Required Lenders may agree to in writing); or any DIP Order is stayed, revised, revoked, remanded, rescinded, amended, reversed, vacated, or modified in any manner not reasonably acceptable to the Required Lenders;

(iii) If an order with respect to any of the Chapter 11 Cases shall be entered by the Bankruptcy Court (i) appointing a trustee under section 1104, or an examiner with enlarged powers relating to the operation of the business of any Debtor under section 1106(b) of

the Bankruptcy Code or (ii) terminating any Debtor's exclusive rights to file and solicit acceptances for its plan;

(iv) If any person other than a Debtor shall assert any claim arising under section 506(c) of the Bankruptcy Code against the Pre-Petition Secured Parties, Administrative Agent, Lenders, the Collateral or Pre-Petition Collateral, and either (i) the same shall remain unopposed by the applicable Debtor for more than 5 business days, or (ii) in any event, any such claim shall not be disallowed, dismissed or withdrawn, with prejudice, within 60 days after the assertion thereof; or if any Pre-Petition Secured Party, Administrative Agent, Lenders, the Collateral or Pre-Petition Collateral is surcharged pursuant to sections 105, 506(c), 552 or any other section of the Bankruptcy Code;

(v) If (i) any Debtor shall attempt to invalidate, reduce or otherwise impair the liens or security interests of Pre-Petition Secured Parties or Administrative Agent and Lenders, or their respective claims or rights against any Debtor, or (ii) any Lien or security interest created by the Loan Documents or the DIP Order shall, for any reason, cease to be valid.

(vi) If an order with respect to any of the Chapter 11 Cases shall be entered by the Bankruptcy Court converting any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

(vii) If an order with respect to the Chapter 11 Cases shall be entered without the express prior written consent of the Administrative Agent and Required Lenders, to revoke, vacate, reverse, stay, modify, supplement or amend this Agreement, any Loan Document or the DIP Order; or if any Debtor breaches or fails to perform in accordance with the terms of the DIP Order;

(viii) If a motion shall be filed by the Debtors seeking authority, or an order shall be entered in the Chapter 11 Cases, that permits any Debtor to incur debt or use cash Collateral or Pre-Petition Collateral in violation of the terms of the DIP Order;

(ix) Breach of any Milestones;

(x) any termination of the use of prepetition cash collateral pursuant to the DIP Order;

(xi) the Bankruptcy Court shall enter an order or orders granting relief from the Automatic Stay (i) to the holder or holders of any security interest to proceed against, including foreclosure (or the granting of a deed in lieu of foreclosure or the like) on, any assets of any of the Debtors that have a value in excess of \$100,000 in the aggregate or (ii) to state or local environmental or regulatory agency or authority to proceed against, including foreclose (or the granting of a deed in lieu of foreclosure or the like) on, any assets of any of the Debtors that have a value in excess of \$100,000;

(xii) the termination of the Restructuring Support Agreement in accordance with its terms; and

(xiii) the Debtors file a Plan of Reorganization that is not an Acceptable Chapter 11 Plan.

(i) the Borrower or any Subsidiary shall (i) apply for mandat ad hoc or conciliation in accordance with articles L.611-3 to L.611-15 of the French Code de commerce or (ii) become unable or admit in writing its inability or fail generally to pay its debts as they become due (including a state of cessation des paiements within the meaning of the French Code de commerce or in particular if a Subsidiary incorporated or established in Germany is unable to pay its debts as they fall due (*zahlungsunfähig*) within the meaning of section 17 of the German Insolvency Code (*Insolvenzordnung*) or is over-indebted (*überschuldet*) in the meaning of section 19 of the German Insolvency Code (*Insolvenzordnung*), or any application is made for the opening of insolvency proceedings for the reasons set out in sections 17 to 19 of the German Insolvency Code (*Insolvenzordnung*) (*Antrag auf Eröffnung eines Insolvenzverfahrens*) or the taking of actions pursuant to section 21 of the German Insolvency Code (*Insolvenzordnung*) (*Anordnung von Sicherungsmaßnahmen*)) or a court order for the rejection of insolvency proceedings due to lack of funds (*Abweisungsbeschluss mangels Masse*) is made in respect of a Loan Party incorporated or established in Germany;

(j) the failure by the Borrower or any Subsidiary to pay one or more final judgments aggregating in excess of \$10,000,000 (to the extent not covered by insurance), which judgments are not discharged or effectively waived or stayed for a period of 45 consecutive days, or any action shall be legally taken by a judgment creditor to levy upon assets or properties of the Borrower or any Subsidiary to enforce any such judgment (including any of the enforcement proceedings provided for in French Ordinance n°2011-1895 of 19 December 2011) but not including any pre-judgment attachment (*conservatoire beslag*) if such attachment has been lifted within 20 Business Days from the date of its being levied;

(k) (i) an ERISA Event or with respect to a Foreign Pension Plan, a termination, withdrawal, wind-up or noncompliance with applicable law or plan terms shall have occurred or (ii) the Borrower or any Subsidiary shall engage in any “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan; and in each case in clauses (i) and (ii) above, such event or condition, together with all other such events or conditions, if any, would reasonably be expected to result in liability to any Loan Party in excess of \$10,000,000;

(l) (i) any Loan Document shall for any reason be asserted in writing by Holdings, the Borrower or any Subsidiary Loan Party not to be a legal, valid and binding obligation of any party thereto (other than in accordance with its terms), (ii) any security interest purported to be created by any Security Document and to extend to assets that constitute a material portion of the Collateral shall cease to be, or shall be asserted in writing by the Borrower or any other Loan Party not to be (other than, in each case, in accordance with its terms), a valid and perfected security interest (perfected as or having the priority required by this Agreement or the relevant Security Document and subject to such limitations and restrictions as are set forth herein and therein) (subject to the Carve-Out and other Liens specified in the DIP Orders) in the securities, assets or properties covered thereby, except to the extent that any such loss of perfection or priority results from the limitations of foreign laws, rules and regulations or the application thereof (other than as a result of deliberate actions by the Borrower or any Subsidiary Loan Party in violation thereof), or from the failure of the Collateral Agent to maintain possession of certificates actually delivered to it representing securities pledged under a Collateral Agreement or to file Uniform Commercial Code continuation statements (or similar statements under similar laws in any foreign jurisdiction) or take the actions described on Schedule 3.04 and except to the extent that such loss is covered by a lender’s title insurance policy and the Collateral Agent shall be reasonably satisfied with the credit of such insurer, or (iii) any of the Guarantees pursuant to the Security Documents by Holdings or the Subsidiary Loan Parties guaranteeing the Obligations shall cease to be in full force and effect (other than in accordance with the terms thereof), or shall be asserted in writing by Holdings or any Subsidiary Loan Party not to be in effect or not to be legal, valid and binding obligations (other than in accordance with the terms thereof); provided, that no Event of Default shall occur under this Section 7.01(l) if the Loan Parties cooperate with

the Collateral Agent to replace or perfect such security interest and Lien, such security interest and Lien is replaced and the rights, powers and privileges of the Secured Parties are not materially adversely affected by such replacement; or

(m) A Loan Party is declared by the Minister for Finance of Singapore to be a company to which Part 9 of the Companies Act 1967 of Singapore applies.

Section 7.02 Remedies Upon Event of Default.

(a) Subject to the terms of the DIP Order and the Remedies Notice Period, if any Event of Default occurs and is continuing, notwithstanding the provisions of Section 362 of the Bankruptcy Code, without any application, motion or notice to, hearing before, or order from the Bankruptcy Court, then, the Administrative Agent, upon the direction of the Required Lenders shall declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement immediately due and payable, but without affecting the Administrative Agent's Liens or the Obligations, and the Administrative Agent, upon the request of the Required Lenders, shall: (i) terminate, reduce or restrict the right or ability of the Loan Parties to use any cash collateral; (ii) declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement to be due and payable forthwith, whereupon the same shall immediately become due and payable; (iii) (A) subject to the Remedies Notice Period, exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable law or (B) take any and all actions described in the DIP Order; and (iv) deliver a Carve-Out Trigger Notice.

(b) At any hearing to contest the enforcement of remedies, the sole issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred and has not been cured or waived. No other issue or argument shall be relevant to any opposition to enforcement of the Administrative Agent's and the Lenders' rights. Except as expressly provided in clause (a) above and in this Section 7.02(b), to the maximum extent permitted by applicable law, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

(c) Subject to any previously granted licenses, each of the Administrative Agent and Collateral Agent is hereby granted an irrevocable, non-exclusive license or other right to use, license or sub-license (to the extent permitted under the applicable licenses and without payment of royalty or other compensation to any Person) any or all Intellectual property of Loan Parties, computer hardware and software, trade secrets, brochures, customer lists, promotional and advertising materials, labels, packaging materials and other property, in advertising for sale, marketing, selling, collecting, completing manufacture of, or otherwise exercising any rights or remedies with respect to, any Collateral (in each case exercisable by the Administrative Agent and Collateral Agent after the occurrence, and during the continuance, of an Event of Default, but following the Remedies Notice Period). Each of the Administrative Agent and the Collateral Agent (together with its agents, representatives and designees) is hereby granted a non-exclusive right to have access to, and a rent-free right to use, any and all owned or leased locations (including, without limitation, warehouse locations, distribution centers and store locations) for the purpose of arranging for and effecting the sale or disposition of Collateral, including the production, completion, packaging and other preparation of such Collateral for sale or disposition (it being understood and agreed that each of the Administrative Agent and the Collateral Agent and its representatives (and Persons employed on their behalf), may continue to operate, service, maintain, process and sell the Collateral, as well as to engage in bulk sales of Collateral). Upon the occurrence and

the continuance of an Event of Default but following the Remedies Notice Period and the exercise by the Administrative Agent or Lenders of their rights and remedies under this Agreement and the other Loan Documents, the Borrower shall assist the Administrative Agent, the Collateral Agent and Lenders in effecting a sale or other disposition of the Collateral upon such terms as are reasonably acceptable to the Administrative Agent (at the direction of the Required Lenders).

Section 7.03 Continuance of Events of Default. An Event of Default shall be deemed “to continue,” be “continuing,” “exist,” or be “in existence” (and similar words and phrases) at all times during the period commencing on the date that such Event of Default occurs until the date on which such Event of Default is waived in writing pursuant to Section 9.08 of this Agreement (for the avoidance of doubt, even if the occurrence of the event that triggered or resulted in any such Event of Default has been cured, remedied or is otherwise no longer in existence) .

ARTICLE VIII

The Agents

Section 8.01 Appointment. (a) Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents, including as the Collateral Agent for such Lender and the other Secured Parties under the Security Documents (to the extent required under local law, via a parallel debt structure), and each such Lender irrevocably authorizes the Administrative Agent and the Collateral Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent and the Collateral Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. In addition, to the extent required under the laws of any jurisdiction other than the United States of America, each of the Lenders hereby grants to the Administrative Agent and the Collateral Agent any required powers of attorney to execute any Security Document governed by the laws of such jurisdiction on such Lender’s behalf. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent and the Collateral Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent and the Collateral Agent.

(b) In furtherance of the foregoing, each Lender hereby appoints and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent (and any Subagents appointed by the Collateral Agent pursuant to Section 8.02 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights or remedies thereunder at the direction of the Collateral Agent) shall be entitled to the benefits of this Article VIII (including, without limitation, Section 8.07) as though the Collateral Agent (and any such Subagents) were an “Agent” under the Loan Documents, as if set forth in full herein with respect thereto.

(c) The Collateral Agent shall (i) hold and administer any Collateral governed by German law which is security assigned (*Sicherungseigentum/Sicherungsabtretung*) or otherwise transferred under a non-accessory security right (*nicht-akzessorische Sicherheit*) to it as trustee (*treuhänderisch*) but not as a common law trustee for the benefit of the Secured Parties; and (ii) administer

any Collateral governed by German law which is pledged (*Verpfändung*) or otherwise transferred to any Secured Party under an accessory security right (*akzessorische Sicherheit*) as agent.

Each Secured Party hereby authorizes the Collateral Agent (whether or not by or through employees or agents): (i) to exercise such rights, remedies, powers and discretions as are specifically delegated to or conferred upon the Collateral Agent under the Security Documents, together with such powers and discretions as are reasonably incidental thereto; (ii) to take such action on its behalf as may from time to time be authorized under or in accordance with the Security Documents; and (iii) to accept as its representative (*Stellvertreter*) any pledge or other creation of any accessory security right granted in favor of such Secured Party in connection with any Security Document or Loan Document under German law and to agree to and execute on its behalf as its representative (*Stellvertreter*) any amendments and/or alterations to any Security Document governed by German law which creates a pledge or any other accessory security right (*akzessorische Sicherheit*) including the release or confirmation of release of such Collateral.

Section 8.02 Delegation of Duties. The Administrative Agent and the Collateral Agent may execute any of their respective duties under this Agreement and the other Loan Documents (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof)) by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care. Each Agent may also from time to time, when it deems it to be necessary or desirable, appoint one or more trustees, co-trustees, collateral co-agents, collateral subagents or attorneys-in-fact (each, a “Subagent”) with respect to all or any part of the Collateral; provided, that no such Subagent shall be authorized to take any action with respect to any Collateral unless and except to the extent expressly authorized in writing by the Administrative Agent or the Collateral Agent. Should any instrument in writing from the Borrower or any other Loan Party be required by any Subagent so appointed by an Agent to more fully or certainly vest in and confirm to such Subagent such rights, powers, privileges and duties, the Borrower shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all such instruments promptly upon request by such Agent. If any Subagent, or successor thereto, shall become incapable of acting, resign or be removed, all rights, powers, privileges and duties of such Subagent, to the extent permitted by law, shall automatically vest in and be exercised by the Administrative Agent or the Collateral Agent until the appointment of a new Subagent. No Agent shall be responsible for the negligence or misconduct of any agent, attorney-in-fact or Subagent that it selects with reasonable care.

Section 8.03 Exculpatory Provisions. None of the Agents, 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 Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by any Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. No Agent shall be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party. No Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, (a) no Agent

shall be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing, and (b) no Agent shall, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by such Agent or any of its Affiliates in any capacity. The Agents shall be deemed not to have knowledge of any Default or Event of Default unless and until written notice describing such Default or Event of Default is given to the Administrative Agent by the Borrower or a Lender. No Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 8.04 Reliance by Agents. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) or conversation believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to any Credit Event, that by its terms must be fulfilled to the satisfaction of a Lender, each Agent may presume that such condition is satisfactory to such Lender unless such Agent shall have received notice to the contrary from such Lender prior to such Credit Event. Each Agent may consult with legal counsel (including counsel to Holdings or the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. Each Agent may deem and treat the Lender specified in the Register with respect to any amount owing hereunder as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with such Agent. Each Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all or other Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all or other Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

Section 8.05 Notice of Default. Neither Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless such Agent has received written notice from a Lender, Holdings or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default.” In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all or other Lenders); provided, that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such

action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

Section 8.06 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of, and investigation into the business, operations, property, financial and other condition and creditworthiness of, the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent 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 analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

Section 8.07 Indemnification. The Lenders agree to indemnify each Agent in its capacity as such (to the extent not reimbursed by Holdings or the Borrower and without limiting the obligation of Holdings or the Borrower to do so), in the amount of its pro rata share (based on its outstanding Loans hereunder) (determined at the time such indemnity is sought), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of the DIP Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing; provided, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct. The failure of any Lender to reimburse any Agent promptly upon demand for its ratable share of any amount required to be paid by the Lenders to such Agent, as provided herein shall not relieve any other Lender of its obligation hereunder to reimburse such Agent, as the case may be, for its ratable share of such amount, but no Lender shall be responsible for the failure of any other Lender to reimburse such Agent, as the case may be, for such other Lender's ratable share of such amount. The agreements in this Section 8.07 shall survive the payment of the Loans and all other amounts payable hereunder.

Section 8.08 Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from, and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

Section 8.09 Successor Administrative Agent. The Administrative Agent may resign as Administrative Agent and Collateral Agent upon 10 days' notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent and Collateral Agent under this Agreement and the other Loan Documents, then the Borrower shall have the right, subject to the reasonable consent of the Required Lenders (so long as no Event of Default under Section 7.01(b), (c), (h) or (i) shall have occurred and be continuing, in which case the Required Lenders shall have the right), to appoint a successor which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States, whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent and Collateral Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted appointment as Administrative Agent by the date that is 10 days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective (except in the case of the Collateral Agent holding collateral security on behalf of such Secured Parties, the retiring Collateral Agent shall continue to hold such collateral security as nominee until such time as a successor Collateral Agent is appointed), and the Lenders shall assume and perform all of the duties of the Administrative Agent and Collateral Agent hereunder until such time, if any, as the Borrower (or the Required Lenders) appoint a successor agent as provided for above. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 8.09 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

Section 8.10 [Reserved].

Section 8.11 Security Documents and Collateral Agent. The Lenders and the other Secured Parties authorize the Collateral Agent to release any Collateral or Guarantors in accordance with Section 9.18 or if approved, authorized or ratified in accordance with Section 9.08.

The Lenders and the other Secured Parties hereby irrevocably authorize and instruct the Collateral Agent to, without any further consent of any Lender or any other Secured Party, enter into (or acknowledge and consent to) or amend, renew, extend, supplement, restate, replace, waive or otherwise modify any Permitted Junior Intercreditor Agreement, or any other intercreditor agreement with the collateral agent or other representatives of the holders of Indebtedness that is to be secured by a Lien on the Collateral that is not prohibited (including with respect to priority) under this Agreement and to subject the Liens on the Collateral securing the Obligations to the provisions thereof (any of the foregoing, an "Intercreditor Agreement"). The Lenders and the other Secured Parties irrevocably agree that (x) the Collateral Agent may rely exclusively on a certificate of a Responsible Officer of the Borrower as to whether any such other Liens are not prohibited and (y) any Intercreditor Agreement entered into by the Collateral Agent shall be binding on the Secured Parties, and each Lender and the other Secured Parties hereby agrees that it will take no actions contrary to the provisions of, if entered into and if applicable, any Intercreditor Agreement. The foregoing provisions are intended as an inducement to any provider of any Indebtedness not prohibited by Section 6.01 hereof to extend credit to the Loan Parties and such persons are intended third-party beneficiaries of such provisions. Furthermore, the Lenders and the other Secured Parties hereby authorize the Administrative Agent and the Collateral Agent to release any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document (i) to the holder of any Lien on such property that is permitted by clauses (i), (j) or (aa) of Section 6.02 or Section 6.02(a) (if the Liens thereunder are of a type that is contemplated by any of the foregoing clauses) in each case to the extent the contract or agreement pursuant to which such Lien is granted prohibits any other Liens on such property or (ii) that is or becomes Excluded Property; and the Administrative Agent and the Collateral Agent shall do so upon request of the Borrower; provided, that prior to any such request,

the Borrower shall have in each case delivered to the Administrative Agent a certificate of a Responsible Officer of the Borrower certifying (x) that such Lien is permitted under this Agreement, (y) in the case of a request pursuant to clause (i) of this sentence, that the contract or agreement pursuant to which such Lien is granted prohibits any other Lien on such property and (z) in the case of a request pursuant to clause (ii) of this sentence, that (A) such property is or has become Excluded Property and (B) if such property has become Excluded Property as a result of a contractual restriction, such restriction does not violate Section 6.09(c).

Section 8.12 Right to Realize on Collateral and Enforce Guarantees. Subject to the DIP Order, in case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, (i) the Administrative Agent (irrespective of whether the principal of any Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise (A) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of any or all of the Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent and any Subagents allowed in such judicial proceeding, and (B) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same, and (ii) any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under the Loan Documents. Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Anything contained in any of the Loan Documents to the contrary notwithstanding, the Borrower, the Administrative Agent, the Collateral Agent and each Secured Party hereby agree that (a) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Guarantee, it being understood and agreed that all powers, rights and remedies hereunder may be exercised solely by the Administrative Agent, on behalf of the Secured Parties in accordance with the terms hereof and all powers, rights and remedies under the Security Documents may be exercised solely by the Collateral Agent, and (b) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale or other disposition, the Collateral Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition and the Collateral Agent, as agent for and representative of the Secured Parties (but not any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any collateral payable by the Collateral Agent at such sale or other Disposition.

Section 8.13 Withholding Tax. To the extent required by any applicable Requirement of Law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the IRS or any authority of the United States or other jurisdiction asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including because the appropriate form was not delivered, was not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstances

that rendered the exemption from, or reduction of, withholding Tax ineffective), such Lender shall indemnify the Administrative Agent (to the extent that the Administrative Agent has not already been reimbursed by any applicable Loan Party and without limiting the obligation of any applicable Loan Party to do so) fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including penalties, fines, additions to Tax and interest, together with all expenses incurred, including legal expenses, allocated staff costs and any out of pocket expenses. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this Section 8.13.

Section 8.14 Release of Restrictions on Self-Dealing. Each of the Lenders and each of the Secured Parties hereby exempts the Administrative Agent and the Collateral Agent from any restrictions on representing several persons and self-dealing under any applicable law, and in particular from the restrictions of Section 181 German Civil Code (*Bürgerliches Gesetzbuch*), in each case to the extent legally possible for such Lender or Secured Party, to make use of any authorization granted under this Agreement and to perform its duties and obligations as Administrative Agent or as Collateral Agent, hereunder and under the Security Documents, as the case may be. A Lender or a Secured Party which is barred by its constitutional documents or by-laws from granting such exemptions shall notify the Administrative Agent and/or the Collateral Agent accordingly.

Section 8.15 Erroneous Payments.

(a) If the Administrative Agent (x) notifies a Lender, or any Person who has received funds on behalf of a Lender (any such Lender or other recipient (and each of their respective successors and assigns), a “Payment Recipient”) that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds (as set forth in such notice from the Administrative Agent) received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an “Erroneous Payment”) and (y) demands in writing the return of such Erroneous Payment (or a portion thereof) , such Erroneous Payment shall at all times remain the property of the Administrative Agent pending its return or repayment as contemplated below in this Section 8.15 and held in trust for the benefit of the Administrative Agent, and such Lender shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date that the Administrative Agent’s demand for such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender or any Person who has received funds on behalf of a Lender (and each of their respective successors and assigns), agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or

repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:

(i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 8.15(b).

For the avoidance of doubt, the failure to deliver a notice to the Administrative Agent pursuant to this Section 8.15(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 8.15(a) or on whether or not an Erroneous Payment has been made.

(c) Each Lender hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender under any Loan Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent has demanded to be returned under immediately preceding clause (a).

(d) The parties hereto agree that (x) irrespective of whether the Administrative Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, to the rights and interests of such Lender, as the case may be) under the Loan Documents with respect to such amount (the "Erroneous Payment Subrogation Rights") and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower; provided that this Section 8.15 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrower relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent; provided, further, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from, or on behalf of (including through the exercise of remedies under any Loan Document), the Borrower for the purpose of a payment on the Obligations.

(e) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim

by the Administrative Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on “discharge for value” or any similar doctrine.

(f) Each party’s obligations, agreements and waivers under this Section 8.15 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE IX

Miscellaneous

Section 9.01 Notices; Communications. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 9.01(b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier or other electronic means as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to any Loan Party, the Administrative Agent or the Collateral Agent as of the Closing Date, to the address, telecopier number, electronic mail address or telephone number specified for such person on Schedule 9.01; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent. The Administrative Agent or the Borrower may, in their discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by them, provided that approval of such procedures may be limited to particular notices or communications.

(c) Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in Section 9.01(b) above shall be effective as provided in such Section 9.01(b).

(d) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

(e) Documents required to be delivered pursuant to Section 5.04 may be delivered electronically (including as set forth in Section 9.17) and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower’s website on the Internet at the website address listed on Schedule 9.01, or (ii) on which such documents are posted on the Borrower’s behalf on an Internet or intranet website, if any, to which each Lender entitled to access thereto and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided, that the Borrower shall notify the Administrative Agent (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such

documents. Except for such certificates required by Section 5.04(c), the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

Section 9.02 Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties herein, in the other Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the making by the Lenders of the Loans and the execution and delivery of the Loan Documents, regardless of any investigation made by such persons or on their behalf, and shall continue in full force and effect until the Termination Date. Without prejudice to the survival of any other agreements contained herein, indemnification and reimbursement obligations contained herein (including pursuant to Sections 2.15, 2.16, 2.17 and 9.05) shall survive the Termination Date.

Section 9.03 Binding Effect. This Agreement shall become effective when it shall have been executed by Holdings, the Borrower and the Administrative Agent and when the Administrative Agent shall have received copies hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of Holdings, the Borrower, the Administrative Agent, each Lender and their respective permitted successors and assigns.

Section 9.04 Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) except as permitted by Section 6.05, the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 9.04. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in clause (c) of this Section 9.04), and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement or the other Loan Documents.

(b) (i) Subject to the conditions set forth in subclause (ii) below, any Lender may assign to one or more assignees (each, an “Assignee”) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of the Administrative Agent; provided, that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Loan to a Lender, an Affiliate of a Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender’s Commitments or Loans under any Facility, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$1,000,000 or an integral multiple of \$1,000,000 in excess thereof, provided, that such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds (with simultaneous assignments to or by two or more Related Funds shall be treated as one assignment) but in any case (i) at least equal to €100,000 (or its equivalent in another currency) or such other

amount as may be required at such time for the new Lender to be deemed a professional market party within the meaning of the Dutch Financial Supervision Act (*Wet financieel toezicht*) until the interpretation of the term “public” (as referred to in Article 4.1(1) of the Capital Requirements Regulation (EU/575/2013)) has been published by the competent authority, or, if less, the new Lender shall confirm in writing to the Borrower that it is a professional market party within the meaning of the Dutch Financial Supervision Act or (ii) as soon as the interpretation of the term “public” has been published by the competent authority, the new Lender is not considered to be part of the public on the basis of such interpretation, unless each of the Borrower and the Administrative Agent otherwise consent; provided, that such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds (with simultaneous assignments to or by two or more Related Funds shall be treated as one assignment), if any;

(B) the parties to each assignment shall (1) execute and deliver to the Administrative Agent an Assignment and Acceptance via an electronic settlement system acceptable to the Administrative Agent or (2) if previously agreed with the Administrative Agent, manually execute and deliver to the Administrative Agent an Assignment and Acceptance, in each case together with a processing and recordation fee of \$3,500 (which fee may be waived or reduced in the reasonable discretion of the Administrative Agent (and which the Administrative Agent agrees to waive for all parties to the Deutsche Bank Fee Letter));

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any Tax forms required to be delivered pursuant to Section 2.17; and

(D) the Assignee shall not be the Borrower or any of the Borrower’s Affiliates or Subsidiaries.

For the purposes of this Section 9.04, “Approved Fund” shall mean any person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender. Notwithstanding the foregoing or anything to the contrary herein, no Lender shall be permitted to assign or transfer any portion of its rights and obligations under this Agreement to (A) any Ineligible Institution, (B) any Defaulting Lender or any of its Subsidiaries, or any person who, upon becoming a Lender hereunder, would constitute any of the foregoing persons described in this clause (B), or (C) a natural person. Notwithstanding the foregoing, each Loan Party and the Lenders acknowledge and agree that the Administrative Agent shall not have any responsibility or obligation to determine whether any Lender or potential Lender is an Ineligible Institution and the Administrative Agent shall have no liability with respect to any assignment made to an Ineligible Institution. Any assigning Lender shall, in connection with any potential assignment, provide to the Borrower a copy of its request (including the name of the prospective assignee) concurrently with its delivery of the same request to the Administrative Agent irrespective of whether or not an Event of Default under Section 7.01(b), (c), (h) or (i) has occurred and is continuing.

(iii) Subject to acceptance and recording thereof pursuant to subclause (v) below, from and after the effective date specified in each Assignment and Acceptance the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender’s rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the

benefits of Sections 2.15, 2.16, 2.17 and 9.05 (subject to the limitations and requirements of those Sections)); provided, that an Assignee shall not be entitled to receive any greater payment pursuant to Section 2.17 than the applicable Assignor would have been entitled to receive had no such assignment occurred. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with clause (d) of this Section 9.04 (except to the extent such participation is not permitted by such clause (d) of this Section 9.04, in which case such assignment or transfer shall be null and void).

(iv) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal and interest amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the Specified Lender Advisors, and by any Lender as to itself, at any reasonable time and from time to time upon reasonable prior notice; provided, that no Lender shall, in such capacity, have access to, or be otherwise permitted to review any information in the Register other than information with respect to such Lender.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an Assignee, the Assignee’s completed Administrative Questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in clause (b) of this Section 9.04, if applicable, and any written consent to such assignment required by clause (b) of this Section 9.04 and any applicable Tax forms, the Administrative Agent shall accept such Assignment and Acceptance and promptly record the information contained therein in the Register. No assignment, whether or not evidenced by a promissory note, shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this subclause (v).

(vi) 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 a transfer under this Section 9.04, the security created under the French Collateral Agreements shall be preserved and maintained for the benefit of the Collateral Agent, the Assignee and the remaining Secured Parties pursuant to articles 1334 et seq. of the French *Code Civil*.

(vii) The Assignee may, in case of an assignment of rights by a Lender hereunder, if it considers it necessary to make such transfer effective as against third parties, arrange for the Assignment and Acceptance to be notified by way of *signification* to any French Guarantor in accordance with article 1690 of the French *Code Civil* or by way of a notification to any French Guarantor.

(c) [Reserved].

(d) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations in Loans and Commitments to one or more banks or other entities other than (I) any Ineligible Institution (to the extent that the list of Ineligible Institutions has been made available to all Lenders; provided, that regardless of whether the list of Ineligible Institutions has been made available to all Lenders, no Lender may sell participations in Loans or Commitments to an Ineligible Institution

without the consent of the Borrower if the list of Ineligible Institutions has been made available to such Lender), (II) any Defaulting Lender or any of its Subsidiaries, or any person who, upon becoming a Lender hereunder, would constitute any of the foregoing persons described in this clause (II) or (III) any natural person (a “Participant”) in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided, that (A) such Lender’s obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and the other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement and the other Loan Documents; provided, that (x) such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that both (1) requires the consent of each Lender directly affected thereby pursuant to clauses (i), (ii), (iii) or (vi) of the first proviso to Section 9.08(b) and (2) directly adversely affects such Participant (but, for the avoidance of doubt, not any waiver of any Default or Event of Default) and (y) no other agreement with respect to amendment, modification or waiver may exist between such Lender and such Participant. Subject to clause (d)(iii) of this Section 9.04, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the limitations and requirements of those Sections and Section 2.19) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to clause (b) of this Section 9.04. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.06 as though it were a Lender; provided, that such Participant shall be subject to Section 2.18(c) as though it were a Lender. Notwithstanding the foregoing, each Loan Party and the Lenders acknowledge and agree that the Administrative Agent shall not have any responsibility or obligation to determine whether any Participant or potential Participant is an Ineligible Institution and the Administrative Agent shall have no liability with respect to any participation made to an Ineligible Institution.

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts and interest amounts of each Participant’s interest in the Loans or other obligations under the Loan Documents (the “Participant Register”). The entries in the Participant Register shall be conclusive absent manifest error, and each party hereto shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. Without limitation of the requirements of this Section 9.04(d), no Lender shall have any obligation to disclose all or any portion of a Participant Register to any person (including the identity of any Participant or any information relating to a Participant’s interest in any Commitments, Loans or other Obligations under any Loan Document), except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other Obligation is in registered form for U.S. federal income Tax purposes or is otherwise required by applicable law. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(iii) A Participant shall not be entitled to receive any greater payment under Section 2.15, 2.16 or 2.17 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower’s prior written consent, which consent shall state that it is being given pursuant to this Section 9.04(d)(iii); provided, that each potential Participant shall provide such information as is reasonably requested by the Borrower in order for the Borrower to determine whether to provide its consent.

(e) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank and in the case of any Lender that is an Approved Fund, any pledge or assignment to any holders of obligations owed, or securities issued, by such Lender, including to any trustee for, or any other representative of, such holders, and this Section 9.04 shall not apply to any such pledge or assignment of a security interest; provided, that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(f) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in clause (e) above.

(g) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent. Each of Holdings, the Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto and each Loan Party for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

(h) If the Borrower wishes to replace the Loans or Commitments under any Facility with ones having different terms, it shall have the option, with the consent of the Administrative Agent and subject to at least three Business Days' advance notice to the Lenders under such Facility, instead of prepaying the Loans or reducing or terminating the Commitments to be replaced, to (i) require the Lenders under such Facility to assign such Loans or Commitments to the Administrative Agent or its designees and (ii) amend the terms thereof in accordance with Section 9.08 (with such replacement, if applicable, being deemed to have been made pursuant to Section 9.08(d)). Pursuant to any such assignment, all Loans and Commitments to be replaced shall be purchased at par (allocated among the Lenders under such Facility in the same manner as would be required if such Loans were being optionally prepaid or such Commitments were being optionally reduced or terminated by the Borrower), accompanied by payment of any accrued interest and fees thereon and any amounts owing pursuant to Section 9.05(b). By receiving such purchase price, the Lenders under such Facility shall automatically be deemed to have assigned the Loans or Commitments under such Facility pursuant to the terms of the form of Assignment and Acceptance attached as Exhibit A, and accordingly no other action by such Lenders shall be required in connection therewith. The provisions of this clause (h) are intended to facilitate the maintenance of the perfection and priority of existing security interests in the Collateral during any such replacement.

(i) [Reserved].

(j) Notwithstanding anything to the contrary set forth herein, Deutsche Bank AG New York Branch shall at all times be the Lender of record with respect to the unfunded Commitments established hereunder so long as such Commitments are in effect.

(k) In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate

(which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any other Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans; provided that notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Section 9.05 Expenses; Indemnity. (a) The Loan Parties shall, jointly and severally, pay promptly following demand all reasonable and documented legal, accounting, appraisal, consulting, financial advisory and other fees, costs and expenses (including, without limitation, in respect of the Specified Lender Advisors and Agent Counsel) incurred by the Administrative Agent, the Collateral Agent, the Backstop Parties, the Lenders and their respective Affiliates in connection with the negotiation, preparation and administration of the Loan Documents, the Interim Order, the Final Order and the Transactions or incurred in connection with, whether occurring before or after the Closing Date:

(i) amendment, modification or waiver of, consent with respect to, or termination of, any of the Loan Documents or advice in connection with the syndication and administration of the Loans made pursuant hereto, or its rights hereunder or thereunder;

(ii) any litigation, contest, dispute, suit, proceeding or action (whether instituted by the Administrative Agent, any Lender, the Borrower or any other Person and whether as a party, witness or otherwise) in any way relating to the Collateral, any of the Loan Documents, the RSA, or any other agreement to be executed or delivered in connection herewith or therewith, including any litigation, contest, dispute, suit, case, proceeding or action, and any appeal or review thereof, in connection with a case or proceeding commenced by or against the Borrower or any other Person that may be obligated to the Administrative Agent or the Lenders by virtue of the Loan Documents, including any such litigation, contest, dispute, suit, proceeding or action arising in connection with any work-out or restructuring of the Loans during the pendency of one or more Events of Default; provided that no Person shall be entitled to reimbursement under this clause (ii) in respect of any litigation, contest, dispute, suit, proceeding or action to the extent any of the foregoing results from such Person's gross negligence or willful misconduct (as determined by a final non-appealable judgment of a court of competent jurisdiction);

(iii) any attempt to enforce or prosecute any rights or remedies of the Administrative Agent or any Lender against any or all of the Loan Parties or any other Person that may be obligated to the Administrative Agent or any Lender by virtue of any of the Loan Documents, including any such attempt to enforce any such remedies in the course of any work-out or restructuring of the Loans prior to or during the pendency of one or more Events of Default;

(iv) any work-out or restructuring of the Obligations prior to or during the pendency of one or more Events of Default;

(v) the obtaining of approval of the Loan Documents by the Bankruptcy Court or any other court;

(vi) the preparation and review of pleadings, documents and reports related to the Chapter 11 Cases and any Successor Cases, attendance at meetings, court hearings or conferences related to the Chapter 11 Cases and any Successor Cases, and general monitoring of the Chapter 11 Cases and any Successor Cases and any action, arbitration or other proceeding (whether instituted by or against the Administrative Agent, any Lender, any Loan Party, any representative of creditors of an Loan Party or any other Person) in any way relating to any Collateral (including the validity, perfection, priority or avoidability of the Administrative Agent's Liens with respect to any Collateral), Loan Documents or the Obligations, including any lender liability or other claims;

(vii) efforts to (1) monitor the Loans or any of the other Obligations, (2) evaluate, observe or assess any of the Loan Parties or their respective affairs, (3) verify, protect, evaluate, assess, appraise, collect, sell, liquidate or otherwise dispose of any of the Collateral or (4) settle or otherwise satisfy any taxes, charges or Liens with respect to any Collateral;

(viii) any lien searches or request for information listing financing statements or liens filed or searches conducted to confirm receipt and due filing of financing statements and security interests in all or a portion of the Collateral; and

(ix) including, as to each of clauses (i) through (viii) above, all reasonable attorneys' and other professional and service providers' fees arising from such services and other advice, assistance or other representation, including those in connection with any appellate proceedings, and all reasonable expenses, costs, charges and other fees incurred by such counsel and others in connection with or relating to any of the events or actions described in this Section 9.04, all of which shall be payable by Borrower to the Administrative Agent or the Lenders.

Without limiting the generality of the foregoing, such reasonable expenses, costs, charges and fees may include: reasonable and documented fees, costs and expenses of accountants, sales consultants, financial advisors, the Agent Counsel, any Specified Lender Advisor, environmental advisors, appraisers, investment bankers, management and other consultants and paralegals; court costs and expenses; photocopying and duplication expenses; court reporter fees, costs and expenses; air express charges, and reasonable expenses for travel, lodging and food paid or incurred in connection with the performance of such legal, professional or other advisory services. For the avoidance of doubt, the Lenders shall be reimbursed for only one set of lead bankruptcy counsel and local counsel in any jurisdiction.

All amounts reimbursable by the Borrower under this Section 9.05 shall constitute Obligations secured by the Collateral. The agreements in this Section 9.05 shall survive the termination of the Commitments and repayment of all other Obligations. Subject to the DIP Order, amounts due under this Section 9.05 shall be paid within ten (10) Business Days of receipt by the Borrower of an invoice relating thereto. If the Borrower fails to pay when due any amounts payable by it hereunder or under any Loan Document, such amount may be paid on behalf of the Borrower by the Administrative Agent in its discretion by charging any loan account(s) of the Borrower, without notice to or consent from the Borrower, and any amounts so paid shall constitute Obligations hereunder. For the avoidance of doubt, this Section 9.04 shall not apply to Taxes, except any Taxes that represent fees, costs and expenses arising from any non-Tax claim.

(b) The Loan Parties shall, jointly and severally, indemnify the Administrative Agent, the Collateral Agent, each Lender, each of their respective Affiliates, successors and assignors, and each of their respective directors, officers, employees, agents, trustees, advisors and members (each such person being called an “Indemnitee”) against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, charges and disbursements (excluding the allocated costs of in-house counsel and limited to not more than one counsel for all such Indemnitees, taken as a whole, and, if necessary, a single local counsel in each appropriate jurisdiction for all such Indemnitees, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnitee affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel with the Borrower’s prior written consent (not to be unreasonably withheld), of another firm of counsel for such affected Indemnitee)), incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto and thereto of their respective obligations thereunder or the consummation of the Transactions and the other transactions contemplated hereby, (ii) the use of the proceeds of the Loans, (iii) any violation of or liability under Environmental Laws by the Borrower or any Subsidiary, (iv) any actual or alleged presence, Release or threatened Release of or exposure to Hazardous Materials at, under, on, from or to any property owned, leased or operated by the Borrower or any Subsidiary or (v) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto and regardless of whether such matter is initiated by a third party or by Holdings, the Borrower or any of their subsidiaries or Affiliates; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related Parties, (y) arose from a material breach of such Indemnitee’s or any of its Related Parties’ obligations under any Loan Document (as determined by a court of competent jurisdiction in a final, non-appealable judgment) or (z) arose from any claim, actions, suits, inquiries, litigation, investigation or proceeding that does not involve an act or omission of the Borrower or any of its Affiliates and is brought by an Indemnitee against another Indemnitee (other than any claim, actions, suits, inquiries, litigation, investigation or proceeding against any Agent in its capacity as such). None of the Indemnitees (or any of their respective affiliates) shall be responsible or liable to the Fund, Holdings, the Borrower or any of their respective subsidiaries, Affiliates or stockholders or any other person or entity for any special, indirect, consequential or punitive damages, which may be alleged as a result of the Facilities or the Transactions. The provisions of this Section 9.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent or any Lender. Subject to the DIP Order, all amounts due under this Section 9.05 shall be payable within ten (10) Business Days after written demand therefor accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested. All amounts reimbursable by the Loan Parties under this Section 9.05(b) shall constitute Obligations secured by the Collateral.

(c) Except as expressly provided in Section 9.05(a) with respect to Other Taxes, which shall not be duplicative with any amounts paid pursuant to Section 2.17, this Section 9.05 shall not apply to any Taxes (other than Taxes that represent losses, claims, damages, liabilities and related expenses resulting from a non-Tax claim), which shall be governed exclusively by Section 2.17 and, to the extent set forth therein, Section 2.15.

(d) To the fullest extent permitted by applicable law, Holdings and the Borrower shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special,

indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) The agreements in this Section 9.05 shall survive the resignation of the Administrative Agent, the Collateral Agent, the replacement of any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all the other Obligations and the termination of this Agreement.

Section 9.06 Right of Set-off. If an Event of Default shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Lender to or for the credit or the account of Holdings, the Borrower or any Subsidiary against any of and all the obligations of Holdings or the Borrower now or hereafter existing under this Agreement or any other Loan Document held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or such other Loan Document and although the obligations may be unmatured; provided, that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.21 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender under this Section 9.06 are in addition to other rights and remedies (including other rights of set-off) that such Lender or may have.

Section 9.07 Applicable Law. EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE, THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS 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 AGREEMENT OR ANY OTHER LOAN DOCUMENT (OTHER THAN AS EXPRESSLY SET FORTH IN OTHER LOAN DOCUMENTS) 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.

Section 9.08 Waivers; Amendment. (a) No failure or delay of the Administrative Agent or any Lender in exercising any right or power hereunder or under any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by Holdings, the Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by clause (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice

or demand on Holdings, the Borrower or any other Loan Party in any case shall entitle such person to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by Holdings, the Borrower and the Required Lenders (or, (A) in respect of any waiver, amendment or modification of Section 2.11(b) or (c), the Required Prepayment Lenders, rather than the Required Lenders), and (z) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by each Loan Party party thereto and the Administrative Agent and consented to by the Required Lenders; provided, however, that no such agreement shall:

(i) except by reason of the Exit Conversion, decrease or forgive the principal amount of, or extend the final maturity of, or decrease the rate of interest on, any Loan, without the prior written consent of each Lender directly adversely affected thereby (which, notwithstanding the foregoing, such consent of such Lender directly adversely affected thereby shall be the only consent required hereunder to make such modification); provided, that any amendment to the financial definitions in this Agreement shall not constitute a reduction in the rate of interest for purposes of this clause (i),

(ii) increase or extend the Commitment of any Lender, or decrease any Fee of any Lender without the prior written consent of such Lender (which, notwithstanding the foregoing, such consent of such Lender shall be the only consent required hereunder to make such modification); provided, that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default, mandatory prepayments or of a mandatory reduction in the aggregate Commitments shall not constitute an increase or extension of the Commitments of any Lender for purposes of this clause (ii),

(iii) extend any date on which payment of interest on any Loan or any Fees is due, without the prior written consent of each Lender directly adversely affected thereby (which, notwithstanding the foregoing, such consent of such Lender directly adversely affected thereby shall be the only consent required hereunder to make such modification),

(iv) amend the provisions of Section 2.18 with respect to the pro rata application of payments required thereby in a manner that by its terms modifies the application of such payments required thereby to be on a less than pro rata basis, without the prior written consent of each Lender adversely affected thereby (which, notwithstanding the foregoing, such consent of such Lender directly adversely affected thereby shall be the only consent required hereunder to make such modification),

(v) amend or modify the provisions of this Section 9.08 or the definition of the terms "Required Lenders," or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the prior written consent of each Lender adversely affected thereby, in each case except, for the avoidance of doubt, as otherwise provided in Section 9.08(d) and (e) (it being understood that, with the consent of the Required Lenders, additional extensions of credit pursuant to this Agreement may be included in the determination of the Required Lenders on substantially the same basis as the Loans and Commitments are included on the Closing Date),

(vi) other than in connection with the Exit Conversion, release all or substantially all of the Collateral or all or substantially all of the Subsidiary Loan Parties from their respective Guarantees under the Subsidiary Guarantee Agreement, unless, in the case of a

Subsidiary Loan Party, all or substantially all the Equity Interests of such Subsidiary Loan Party is sold or otherwise disposed of in a transaction permitted by this Agreement, without the prior written consent of each Lender other than a Defaulting Lender,

(vii) other than in connection with the Exit Conversion, release or subordinate the Liens of the Secured Parties in the Collateral, or subordinate any Obligations in right of payment to any other Indebtedness in any transaction or series of related transactions, in each case without the prior written consent of each Lender directly and adversely affected thereby,

provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Collateral Agent hereunder without the prior written consent of the Administrative Agent or the Collateral Agent acting as such at the effective date of such agreement, as applicable. Each Lender shall be bound by any waiver, amendment or modification authorized by this Section 9.08 and any consent by any Lender pursuant to this Section 9.08 shall bind any Assignee of such Lender.

Notwithstanding anything to the contrary herein, no Defaulting Lender shall have the right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be affected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

(c) Without the consent of any Lender, the Loan Parties and the Administrative Agent and/or Collateral Agent may (in their respective sole discretion, or shall, to the extent required by any Loan Document) enter into any amendment, modification or waiver of any Loan Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties, or as required by local law to give effect to, or protect any security interest for the benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable law (subject to the Agreed Guaranty and Security Principles) or this Agreement or in each case to otherwise enhance the rights or benefits of any Lender under any Loan Document.

(d) Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent, Holdings and the Borrower (a) to permit additional extensions of credit to be outstanding hereunder from time to time and the accrued interest and fees and other obligations in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Loans and the accrued interest and fees and other obligations in respect thereof and (b) to include appropriately the holders of such extensions of credit in any determination of the requisite lenders required hereunder.

(e) Notwithstanding the foregoing, technical and conforming modifications to the Loan Documents may be made with the consent of the Borrower and the Administrative Agent (but without the consent of any Lender) to the extent necessary to cure any ambiguity, omission, defect or inconsistency.

(f) Administrative Agent may, without the consent of any Lender, enter into amendments or modifications to this Agreement or any of the other Loan Documents or to enter into additional Loan Documents in order to implement any Benchmark Replacement or any Conforming

Changes or otherwise effectuate the terms of Section 2.14(c) in accordance with the terms of Section 2.14(c).

(g) With respect to the incurrence of any secured or unsecured Indebtedness (including any Intercreditor Agreement relating thereto), the Borrower may elect (in its discretion, but shall not be obligated) to deliver to the Administrative Agent a certificate of a Responsible Officer at least three Business Days prior to the incurrence thereof (or such shorter time as the Administrative Agent may agree in its reasonable discretion), together with either drafts of the material documentation relating to such Indebtedness or a description of such Indebtedness (including a description of the Liens intended to secure the same or the subordination provisions thereof, as applicable) in reasonably sufficient detail to be able to make the determinations referred to in this paragraph, which certificate shall either, at the Borrower's election, (x) state that the Borrower has determined in good faith that such Indebtedness satisfies the requirements of the applicable provisions of Sections 6.01 and 6.02 (taking into account any other applicable provisions of this Section 9.08), in which case such certificate shall be conclusive evidence thereof, or (y) request the Administrative Agent to confirm, based on the information set forth in such certificate and any other information reasonably requested by the Administrative Agent, that such Indebtedness satisfies such requirements, in which case the Administrative Agent may determine whether, in its reasonable judgment, such requirements have been satisfied (in which case it shall deliver to the Borrower a written confirmation of the same), with any such determination of the Administrative Agent to be conclusive evidence thereof, and the Lenders hereby authorize the Administrative Agent to make such determinations.

Section 9.09 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the applicable interest rate, together with all fees and charges that are treated as interest under applicable law (collectively, the "Charges"), as provided for herein or in any other document executed in connection herewith, or otherwise contracted for, charged, received, taken or reserved by any Lender, shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by such Lender in accordance with applicable law, the rate of interest payable hereunder, together with all Charges payable to such Lender, shall be limited to the Maximum Rate; provided, that such excess amount shall be paid to such Lender on subsequent payment dates to the extent not exceeding the legal limitation.

Section 9.10 Entire Agreement. This Agreement, the other Loan Documents and the agreements regarding certain Fees referred to herein constitute the entire contract between the parties relative to the subject matter hereof. Any previous agreement among or representations from the parties or their Affiliates with respect to the subject matter hereof is superseded by this Agreement and the other Loan Documents. Notwithstanding the foregoing, the Deutsche Bank Fee Letter shall survive the execution and delivery of this Agreement and remain in full force and effect. Nothing in this Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any party other than the parties hereto and thereto any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

Section 9.11 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY 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 PARTIES

HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.11.

Section 9.12 Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 9.13 Counterparts; Electronic Execution of Assignments and Certain Other Documents.

(a) This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract, and shall become effective as provided in Section 9.03. Delivery of an executed counterpart to this Agreement by facsimile transmission (or other electronic transmission pursuant to procedures approved by the Administrative Agent) shall be as effective as delivery of a manually signed original.

(b) The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation Assignment and Acceptances, amendments, Borrowing Requests, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

Section 9.14 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 9.15 Jurisdiction; Consent to Service of Process. (a) The Borrower and each other Loan Party and each other party hereto (including all Secured Parties other than the Administrative Agent and the Collateral Agent) irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Administrative Agent, the Collateral Agent, any Lender, or any Affiliate of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the Bankruptcy Court or if the Bankruptcy Court declines to exercise jurisdiction, in the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such courts or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties

hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or any other Loan Party or its properties in the courts of any jurisdiction.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in the Bankruptcy Court or in any New York State or federal court, as applicable. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party to this Agreement or any other Loan Document to serve process in any other manner permitted by law. All Loan Parties that are organized or incorporated under the laws other than those of a state of the United States hereby consent to service of process for them being given to Lumileds LLC and appoint Lumileds LLC as their agent for such service. Further, each non-U.S. Loan Party waives any immunity it may have under any non-U.S. law or otherwise in relation to the jurisdiction or ruling of any aforementioned New York State or federal courts. For the purpose of article 1161 of the French *Code Civil*, each Loan Party acknowledges and agrees that Lumileds LLC may act as agent of several parties in relation to the Loan Documents and/or as agent of such Loan Party and, at the same time, for itself.

Section 9.16 Confidentiality. Each of the Lenders and each of the Agents agrees that it shall maintain in confidence any information relating to Holdings, any Parent Entity, the Borrower and any Subsidiary furnished to it by or on behalf of Holdings, any Parent Entity, the Borrower or any Subsidiary (other than information that (a) has become generally available to the public other than as a result of a disclosure by such party, (b) has been independently developed by such Lender or such Agent without violating this Section 9.16 or (c) was available to such Lender or such Agent from a third party having, to such person's knowledge, no obligations of confidentiality to Holdings, any Parent Entity, the Borrower or any other Loan Party) and shall not reveal the same other than to its directors, trustees, officers, employees and advisors with a need to know and any numbering, administration or settlement service providers or to any person that approves or administers the Loans on behalf of such Lender (so long as each such person shall have been instructed to keep the same confidential in accordance with this Section 9.16), except: (A) to the extent necessary to comply with law or any legal process or the requirements of any Governmental Authority, the National Association of Insurance Commissioners or of any securities exchange on which securities of the disclosing party or any Affiliate of the disclosing party are listed or traded, (B) as part of normal reporting or review procedures to, or examinations by, Governmental Authorities or self-regulatory authorities, including the National Association of Insurance Commissioners or the Financial Industry Regulatory Authority, Inc. or their equivalent in any jurisdiction, (C) to its parent companies, Affiliates or auditors (so long as each such person shall have been instructed to keep the same confidential in accordance with this Section 9.16), (D) in order to enforce its rights under any Loan Document in a legal proceeding, (E) to any pledgee under Section 9.04(d) or any other prospective assignee of, or prospective Participant in, any of its rights under this Agreement (so long as such person shall have been instructed to keep the same confidential in accordance with this Section 9.16), (F) to any direct or indirect contractual counterparty in Hedging Agreements or such contractual counterparty's professional advisor (so long as such contractual counterparty or professional advisor to such contractual counterparty agrees to be bound by the provisions of this Section 9.16); provided that, in the case of clauses (E) and (F),

no information may be provided to any Ineligible Institution or person who is known to be acting for an Ineligible Institution, (G) with the written consent of the Borrower and (H) to any rating agency when required by such rating agency in connection with rating such Lender, provided that, prior to any such disclosure, such rating agency shall undertake in writing to preserve the confidentiality of any confidential information relating to the Borrower received by such rating agency from the Agent or any Lender. Any disclosure under this Section 9.16 shall be subject to the provisions of article L.511-33 of the French Code *monétaire et financier*. Nothing in this Section 9.16 shall be construed as constituting an agreement between any Loan Party and any Secured Party for a higher degree of confidentiality than that prescribed in Section 47 of, and in the Third Schedule to, the Banking Act 1970 of Singapore.

Section 9.17 Platform; Borrower Materials. The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform"), and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information (or, if Holdings is not at the time a public reporting company, material information of a type that would not reasonably be expected to be publicly available if Holdings was a public reporting company) with respect to Holdings, the Borrower or its Subsidiaries or any of their respective securities) (each, a "Public Lender"). The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (i) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof, (ii) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as solely containing information that is either (A) publicly available information or (B) not material (although it may be sensitive and proprietary) with respect to Holdings, the Borrower or its Subsidiaries or any of their respective securities for purposes of United States Federal and state securities laws (provided, however, that such Borrower Materials shall be treated as set forth in Section 9.16, to the extent such Borrower Materials constitute information subject to the terms thereof), (iii) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor;" and (iv) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

Section 9.18 Release of Liens and Guarantees.

(a) The Lenders and the other Secured Parties hereby irrevocably agree that the Liens granted to the Collateral Agent by the Loan Parties on any Collateral shall be automatically released or terminated, as applicable: (i) in full upon the occurrence of the Termination Date as set forth in Section 9.18(d) below; (ii) upon the Disposition of such Collateral by any Loan Party to a person that is not (and is not required to become) a Loan Party in a transaction not prohibited by this Agreement (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry), (iii) to the extent that such Collateral comprises property leased to a Loan Party, upon termination or expiration of such lease (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry), (iv) if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with Section 9.08), (v) to the extent that the property constituting such Collateral is owned by any Guarantor, upon the release of such Guarantor from its obligations under the Guarantee in accordance with the Holdings Guarantee Agreement, the Subsidiary Guarantee Agreement or clause (b) below (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by

any Loan Party upon its reasonable request without further inquiry), (vi) as provided in Section 8.11 (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry), (vii) as required by the Collateral Agent to effect any Disposition of Collateral in connection with any exercise of remedies of the Collateral Agent pursuant to the Security Documents, (viii) any property upon such property becoming Excluded Property and (ix) pursuant to the Exit Conversion upon consummation of an Acceptable Chapter 11 Plan. Any such release (other than pursuant to clause (i) above) shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those being released) upon (or obligations (other than those being released) of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any Disposition, all of which shall continue to constitute part of the Collateral except to the extent otherwise released in accordance with the provisions of the Loan Documents.

(b) In addition, the Lenders and the other Secured Parties hereby irrevocably agree that a Subsidiary Loan Party shall be automatically released from its Guarantee upon consummation of any transaction not prohibited hereunder resulting in such Subsidiary ceasing to constitute a Subsidiary Loan Party or otherwise becoming an Excluded Subsidiary (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry).

(c) The Lenders and the other Secured Parties hereby authorize the Administrative Agent and the Collateral Agent, as applicable, to execute and deliver any instruments, documents, and agreements necessary or desirable to evidence and confirm the release of any Guarantor or Collateral pursuant to the foregoing provisions of this Section 9.18 and to return to Holdings or the Borrower all possessory collateral (including share certificates (if any)) held by it in respect of any Collateral so released, all without the further consent or joinder of any Lender or any other Secured Party. Any representation, warranty or covenant contained in any Loan Document relating to any such Collateral or Guarantor shall no longer be deemed to be made. In connection with any release hereunder, the Administrative Agent and the Collateral Agent shall promptly (and the Secured Parties hereby authorize the Administrative Agent and the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by the Borrower and at the Borrower's expense in connection with the release of any Liens created by any Loan Document in respect of such Subsidiary, property or asset; provided, that the Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower containing such certifications as the Administrative Agent shall reasonably request and any such release should be without recourse to or warranty by the Administrative Agent or Collateral Agent.

(d) Notwithstanding anything to the contrary contained herein or any other Loan Document, on the Termination Date, all Liens granted to the Collateral Agent by the Loan Parties on any Collateral and all obligations of the Borrower and the other Loan Parties under any Loan Documents (other than such obligations that expressly survive the Termination Date pursuant to the terms hereof) shall, in each case, be automatically released and, upon request of the Borrower, the Administrative Agent and/or the Collateral Agent, as applicable, shall (without notice to, or vote or consent of, any Secured Party) take such actions as shall be required to evidence the release its security interest in all Collateral (including returning to Holdings or the Borrower all possessory collateral (including all share certificates (if any)) held by it in respect of any Collateral), and to evidence the release of all obligations under any Loan Document (other than such obligations that expressly survive the Termination Date pursuant to the terms hereof), whether or not on the date of such release there may be any contingent indemnification obligations or expense reimburse claims not then due; provided, that the Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower containing such certifications as the Administrative Agent shall reasonably request. Any such release of obligations shall be deemed subject to the provision that such obligations shall be reinstated if after such release any portion of any payment

in respect of the obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payment had not been made. The Borrower agrees to pay all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent or the Collateral Agent (and their respective representatives) in connection with taking such actions to release security interest in all Collateral and all obligations under the Loan Documents as contemplated by this Section 9.18(d).

Section 9.19 [Reserved].

Section 9.20 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act.

Section 9.21 [Reserved].

Section 9.22 Agency of Lumileds for the Loan Parties. Each of the other Loan Parties hereby appoints Lumileds as its agent for all purposes relevant to this Agreement and the other Loan Documents, including the giving and receipt of notices and the execution and delivery of all documents, instruments and certificates contemplated herein and therein and all modifications hereto and thereto.

Section 9.23 [Reserved].

Section 9.24 Acknowledgment and Consent to Bail-In of Affected Financial Institutions. Solely to the extent any Lender that is an Affected Financial Institution is a party to this Agreement and notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

Section 9.25 German Real Estate Security. Notwithstanding any other provisions of this Agreement or any Loan Document to the contrary, each of the parties to this Agreement, and each Secured Party by its acceptance of the benefits hereof, hereby agrees and acknowledges that each Secured Party which is a non-German resident and is neither a Secured Party which has its applicable lending office in Germany nor is a German Treaty Lender shall not at any time take the benefit, directly or indirectly, of any security interest in any German Real Estate over which a security interest is granted to any Collateral Agent for the benefit of the Secured Parties (or any of them) or in any proceeds of enforcement in respect thereof (the “German Real Estate Security”), in respect of its participation in the Obligations.

Section 9.26 Signing under Power of Attorney. If any party incorporated under the laws of the Netherlands is represented by an attorney in connection with the signing and/or execution of this Agreement (including by way of accession to the Agreement) or any other agreement, deed or document referred to in or made pursuant to this Agreement, it is hereby expressly acknowledged and accepted by the other parties that the existence and extent of the attorney's authority and the effects of the attorney's exercise or purported exercise of his authority shall be governed by the laws of the Netherlands.

Section 9.27 Parallel Debt.

(a) For the purpose of this Section 9.27, “Corresponding Obligations” means each Loan Party's Obligations other than a Parallel Debt.

(b) Each Loan Party hereby irrevocably and unconditionally undertakes to pay to the Collateral Agent, acting on its own behalf and not as agent for any person, an amount equal to the Corresponding Obligations (such payment undertakings by each Loan Party to the Collateral Agent, hereinafter referred to as a “Parallel Debt”).

(c) Each Parallel Debt will become due and payable in the currency or currencies of the Corresponding Obligations as and when one or more of the Corresponding Obligations become due and payable.

(d) Each of the parties to this Agreement hereby acknowledges that: (i) each Parallel Debt constitutes an undertaking, obligation and liability of each Loan Party to the Collateral Agent which is transferable and separate and independent from, and without prejudice to, the Corresponding Obligations; (ii) each Parallel Debt represents the Collateral Agent's own separate and independent claim to receive payment of the Parallel Debt from each Loan Party and (iii) the Liens granted under the Loan Documents to the Collateral Agent to secure each Parallel Debt is granted to the Collateral Agent in its capacity as creditor of each Parallel Debt and no Parallel Debt nor any lien securing a Parallel Debt shall be held in trust, it being understood, that the amount which may become payable by each Loan Party under or pursuant to each Parallel Debt from time to time shall never exceed the aggregate amount which is payable under the relevant Corresponding Obligations from time to time.

(e) For the purpose of this Section 9.27 the Collateral Agent acts in its own name and on behalf of itself (for the benefit of the Secured Parties and each subsequent maker of any Loan by its making thereof) and not as agent or representative of any of the Secured Parties and each subsequent maker of any Loan by its making thereof.

(f) To the extent the Collateral Agent irrevocably receives any amount in payment of a Parallel Debt (the “Received Amount”), the Corresponding Obligations shall be reduced by an aggregate amount (the “Deductible Amount”) equal to the Received Amount in the manner as if the Deductible Amount were received as a payment of the Corresponding Obligations. For the avoidance of doubt, to the extent the Collateral Agent irrevocably receives any amount in payment of the Corresponding

Obligations, a Parallel Debt shall be reduced accordingly as if such payment was received as a payment of a Parallel Debt. All amounts received or recovered by the Collateral Agent from or by the enforcement of any security interest granted to secure a Parallel Debt, shall be applied in accordance with this Agreement.

Without limiting or affecting the Collateral Agent's rights against the Loan Parties (whether under this Section 9.27 or under any other provisions of the Loan Documents) each Loan Party acknowledges that (i) nothing in this Section 9.27 shall impose any obligation on the Collateral Agent to advance any sum to any Loan Party or otherwise under any Loan Document, except in its capacity as Lender and (ii) for the purpose of any vote taken under any Loan Document, the Collateral Agent shall not be regarded as having any participation or commitment other than those which it has in its capacity as a Lender.

Section 9.28 Termination of Dutch CIT Fiscal Unity.

(a) If, at any time, a Loan Party resident in the Netherlands for Tax purposes is part of a Dutch fiscal unity (*fiscale eenheid*) for Dutch income tax purposes (a "Dutch CIT Fiscal Unity") and such Dutch CIT Fiscal Unity is, in respect of such Loan Party, terminated (*verbroken*) or disrupted (*beëindigd*) as a result of or in connection with the Collateral Agent enforcing its rights under any Security Document, such Loan Party shall, together with the parent (*moedermaatschappij*) or deemed parent (*aangewezen moedermaatschappij*) of the Dutch CIT Fiscal Unity, for no consideration and as soon as possible, lodge a request with the relevant Governmental Authority pursuant to Article 15af, 15ahb or 15al of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*) to allocate and surrender to the Loan Party leaving the Dutch CIT Fiscal Unity any (i) Tax losses as referred to in Article 20 of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*), (ii) interest expenses available for carry forward as referred to in Article 15b(5) of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*), and/or (iii) Tax credits as referred to in Article 25a of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*), in each case to the extent such Tax losses, interest expenses or Tax credits are attributable (*toerekenbaar*) to the Loan Party leaving the Dutch CIT Fiscal Unity pursuant to articles 15af, 15ahb or 15al of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

(b) For purposes of this Section 9.28, (i) the term "Loan Party resident for Tax purposes in the Netherlands" includes any Loan Party carrying on a business through a permanent establishment (*vaste inrichting*) taxable in the Netherlands; (ii) "Dutch CIT Fiscal Unity" means a fiscal unity (*fiscale eenheid*) for Dutch corporate income tax purposes (within the meaning of Article 15 of the Dutch CITA); and (iii) "Dutch CITA" means the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

Section 9.29 No Advisory or Fiduciary Responsibility.

(a) In connection with all aspects of each transaction contemplated hereby, each Loan Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that (i) the Facilities provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm's-length commercial transaction between Holdings and its Subsidiaries, on the one hand, and the Agents and the Lenders, on the other hand, and the Borrower is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof), (ii) in connection with the process leading to such transaction, each of the Agents and the Lenders is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Borrower or any of its Affiliates, stockholders, creditors or employees or any other person, (iii) none of the Agents

or the Lenders has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Borrower with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether any Agent or Lender has advised or is currently advising the Borrower or any of its Affiliates on other matters) and none of the Agents or the Lenders has any obligation to the Borrower or any of its Affiliates with respect to the financing transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents, (iv) the Agents and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from, and may conflict with, those of the Borrower and its Affiliates, and none of the Agents or the Lenders has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship and (v) the Agents and the Lenders have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and the Loan Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate. Each Loan Party hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against the Agents and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty under applicable law relating to agency and fiduciary obligations.

(b) Each Loan Party acknowledges and agrees that each Lender and any Affiliate thereof may lend money to, invest in, and generally engage in any kind of business with, any of the Borrower, Holdings, any Co-Investor, any Affiliate thereof or any other person or entity that may do business with or own securities of any of the foregoing, all as if such Lender or Affiliate thereof were not a Lender or an Affiliate thereof (or an agent or any other person with any similar role under the Facilities) and without any duty to account therefor to any other Lender, Holdings, the Borrower, any Co-Investor or any Affiliate of the foregoing. Each Lender and any Affiliate thereof may accept fees and other consideration from Holdings, the Borrower, any Co-Investor or any Affiliate thereof for services in connection with this Agreement, the Facilities or otherwise without having to account for the same to any other Lender, Holdings, the Borrower, any Co-Investor or any Affiliate of the foregoing. Some or all of the Lenders may have directly or indirectly acquired certain equity interests (including warrants) in Holdings, the Borrower, a Co-Investor or an Affiliate thereof or may have directly or indirectly extended credit on a subordinated basis to Holdings, the Borrower, a Co-Investor or an Affiliate thereof. Each party hereto, on its behalf and on behalf of its Affiliates, acknowledges and waives the potential conflict of interest resulting from any such Lender or an Affiliate thereof holding disproportionate interests in the extensions of credit under the Facilities or otherwise acting as arranger or agent thereunder and such Lender or any Affiliate thereof directly or indirectly holding equity interests in or subordinated debt issued by Holdings, the Borrower, a Co-Investor or an Affiliate thereof.

Section 9.30 No Additional Perfection Steps Required. Upon entry of the Interim Order and pursuant to its terms, all Liens granted by Loan Parties that are Debtors in favor of the Administrative Agent, for the benefit of the Secured Parties, shall be valid, binding, enforceable and perfected first priority Liens in the Collateral of the Debtors, senior in priority to all other Liens (subject to the terms of the DIP Order and the Carve-Out), and the Administrative Agent shall not be required to file any financing statements, mortgages, notices of Lien or similar instruments in any jurisdiction or filing office, enter into any control agreements, or to take any other action in order to validate or perfect the Liens granted by Loan Parties that are Debtors to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Loan Documents or the DIP Order. Without in any way suggesting that the entry of the Interim Order is not sufficient for such purpose, each Loan Party irrevocably and unconditionally authorizes the Administrative Agent (or its agent) to file at any time and from time to time such financing statements with respect to the Collateral naming the Administrative Agent, for the benefit of Secured Parties, as secured party and such Loan Party as debtor, as the Administrative Agent may require, and including any other

information with respect to such Loan Party or otherwise required by part 5 of Article 9 of the UCC, or otherwise, as the Administrative Agent determine, together with any amendment and continuations with respect thereto, which authorization shall apply to all financing statements filed on, prior to or after the Closing Date. Each Loan Party hereby ratifies and approves all financing statements naming the Administrative Agent, for the benefit of the Secured Parties, as secured party and such Loan Party as debtor with respect to the Collateral (and any amendments with respect to such financing statements) filed by or on behalf of the Administrative Agent prior to the Closing Date and ratifies and confirms the authorization of the Administrative Agent to file such financing statements (and amendments, if any). Without in any way suggesting that the entry of the Interim Order is not sufficient for such purpose, subject to the Collateral and Guaranty Requirements, each Loan Party shall take any other actions requested by Administrative Agent from time to time to cause the attachment, perfection and priority of, and the ability of the Administrative Agent to enforce, any Liens of the Secured Parties in any and all of the Collateral, including the filing of a financing statement, mortgage or the taking of delivery or control (including via any account control agreements) or by appropriate filings with the United States Patent and Trademark Office or United States Copyright Office, in accordance with the Laws and regulations of the United States of America and its political subdivisions, or otherwise. The foregoing grant of authority shall not relieve the Borrowers' of the obligation to perfect and maintain the perfection of the Administrative Agent's Liens on the Collateral to the extent required by the Loan Documents.

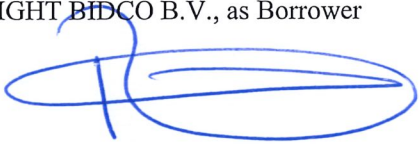
Section 9.31 Orders Control. In the event of any inconsistency between the provisions of the DIP Order and this Agreement, the provisions of the DIP Order shall govern.

Section 9.32 Parties including the Trustees; Bankruptcy Court Proceedings. This Agreement, the other Loan Documents, and all Liens and other rights and privileges created hereby or pursuant hereto or to any other Loan Document shall be binding upon each Loan Party, the bankruptcy estate of each Loan Party, and any trustee, other bankruptcy estate representative or any successor-in-interest of any Loan Party that is a Debtor in the Chapter 11 Cases or any subsequent case commenced under Chapter 7 of the Bankruptcy Code, and shall not be subject to Section 365 of the Bankruptcy Code. The Liens created by the DIP Order, this Agreement and the other Loan Documents shall be and remain valid and perfected in the event of the substantive consolidation or conversion of the Chapter 11 Cases or any other bankruptcy case of any Loan Party that is a Debtor to a case under Chapter 7 of the Bankruptcy Code or in the event of dismissal of the Chapter 11 Cases or the release of any Collateral from the jurisdiction of the Bankruptcy Court for any reason, without the necessity that the Administrative Agent file financing statements or otherwise perfect its Liens under applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

BRIGHT BIDCO B.V., as Borrower

By:



Name: Ronald Dietz
Title: Authorized Person


AURORA BOREALIS B.V., as Holdings

By:




Name: Ronald Dietz
Title: Authorized Person

DEUTSCHE BANK AG NEW YORK
BRANCH, as Administrative Agent and
Lender

By:  _____

Name: Jessica Lutrario
Associate
Title: jessica.lutrario@db.com
212-250-8235

By:  _____

Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

FORM OF 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. The Assignor hereby sells and assigns, without recourse, to the Assignee, and the Assignee hereby purchases and assumes, without recourse, from the 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 the Assignor’s rights and obligations under the Credit Agreement and the other Loan Documents, including, without limitation, the amounts and percentages set forth below of (i) the Commitments of the Assignor on the Effective Date set forth below and (ii) the Loans owing to the Assignor which are outstanding on the Effective Date. Each of the Assignor and the Assignee 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) the 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 Assignment and Acceptance, have the rights and obligations of a Lender thereunder and under the Loan Documents and (ii) the Assignor shall, to the extent of the interests assigned by this 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 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 the 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 Assignee and the remaining Secured Parties pursuant to articles 1334 et seq. of the French *Code Civil*.

4. This 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 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.

Date of Assignment: _____

Legal Name of Assignor (“Assignor”): _____

Legal Name of Assignee (“Assignee”): _____

Assignee’s Address for Notices: _____

Effective Date of Assignment: _____

Facility/Commitment	Principal Amount Assigned¹	Percentage Assigned of Commitment (set forth, to at least 8 decimals, as a percentage of the Facility and the Aggregate Commitments of all Lenders thereunder)
DIP Loans/DIP Commitments	\$	%
Delayed Draw Term Loans/DDTL Commitments	\$	%

[Remainder of page intentionally left blank]

¹ Minimum amount of Commitments and/or Loans assigned is governed by Section 9.04(b)(ii)(A) of the Credit Agreement.

The terms set forth above are hereby agreed to: Accepted²

_____, as Assignor

[DEUTSCHE BANK AG NEW YORK
BRANCH,
as Administrative Agent]³

By: _____
Name:
Title:

By: _____
Name:
Title:

_____, as Assignee

By: _____
Name:
Title:

By: _____
Name:
Title:

² To be completed to the extent consents are required under Section 9.04(b)(i) of the Credit Agreement.

³ 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 Assignment and Acceptance, the assigning Lender hereunder and the Assignee 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 such 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. The Assignee represents and warrants that it is legally authorized to enter into such Assignment and Acceptance.
4. The 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. The 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. The 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. The 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.

FORM OF ADMINISTRATIVE QUESTIONNAIRE



Deutsche Bank AG New York
 60 Wall Street, New York, New York, 10005
 Administrative Questionnaire
 Bright Bidco B.V.

SEND ADMINS AND TAX FORMS TO:	
Fax	(904) 746-4860
Email	Deal-Closing.NY-LEV@DB.com

LENDER CONTACT INFORMATION	
Legal Lender Name	
Legal Address	
MEI#	
Fax	

	PRIMARY CREDIT CONTACT	SECONDARY CREDIT CONTACT
Name		
Title		
Address		
Phone		
Fax		
Email		

	PRIMARY OPERATIONS CONTACT	SECONDARY OPERATIONS CONTACT
Name		
Address		
Phone		
Fax		
Email		

ADDITIONAL AGENCY SITE CONTACTS		
Name		
Address		
Phone		

Fax		
Email		

USD – WIRE INSTRUCTIONS		
Bank Name		
ABA		
Acct Name		
Acct #		

EUR – WIRE INSTRUCTIONS		
Acct W/ Inst		
Bene		
IBAN		
Acct #		

GBP – WIRE INSTRUCTIONS		
Acct W/ Ins		
Sort Code		
Bene		
Acct #		

CAD – WIRE INSTRUCTIONS		
Acct W/ Inst.		
Bene		
Acct #		

JPY – WIRE INSTRUCTIONS		
Acct W/ Inst.		
Bene		
Acct #		

AUD – WIRE INSTRUCTIONS		
Acct W/ Inst.		
Bene:		
Acct #		

FORM OF BORROWING REQUEST

Date:¹ _____, _____

To: Deutsche Bank AG New York Branch, as administrative agent (in such capacity, the “Administrative Agent”) under that certain 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, 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 Lenders from time to time party thereto, the Administrative Agent and the Collateral Agent.

Ladies and Gentlemen:

Reference is made to the above-described Credit Agreement. Terms defined in the Credit Agreement, wherever used herein, unless otherwise defined herein, shall have the same meanings herein as are prescribed by the Credit Agreement. The undersigned hereby irrevocably notifies you, pursuant to Section 2.03 of the Credit Agreement, of the Borrowing specified below:

1. The Borrowing will be a Borrowing of _____ Loans.²
2. The aggregate amount of the proposed Borrowing is: \$ _____.
3. The Business Day of the proposed Borrowing is: _____.
4. The Borrowing will be a(n) _____ Borrowing.³
5. The duration of the initial Interest Period for the SOFR Loans, if applicable, shall be _____ month(s).⁴
6. The location and number of the account to which the proceeds of such Borrowing are to be disbursed is _____.

(Signature Page Follows)

¹ The Borrower must notify the Administrative Agent electronically (a) in the case of a SOFR Borrowing, not later than 12:00 noon, Local Time, three Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 12:00 noon, Local Time, one Business Day before the date of the proposed Borrowing. Each such Borrowing Request will be irrevocable, except as otherwise provided in the Credit Agreement, and must be confirmed promptly by hand delivery or electronic means of this form to the Administrative Agent.

² DIP Loans or Delayed Draw Term Loans.

³ ABR Borrowing or SOFR Borrowing.

⁴ 1 or 3 months.

This Borrowing Request is issued pursuant to and is subject to the Credit Agreement, executed as of the date first written above.

BRIGHT BIDCO B.V.

By: _____
Name:
Title:

FORM OF INTEREST ELECTION REQUEST

Date:¹ _____, _____

To: Deutsche Bank AG New York Branch, as administrative agent (in such capacity, the “Administrative Agent”) under that certain 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, 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, the Administrative Agent and the Collateral Agent.

Ladies and Gentlemen:

Reference is made to the above-described Credit Agreement. Terms defined in the Credit Agreement, wherever used herein, unless otherwise defined herein, shall have the same meanings herein as are prescribed by the Credit Agreement. This notice constitutes an Interest Election Request and the undersigned Borrower hereby makes an election with respect to Loans under the Credit Agreement, and in that connection such Borrower specifies the following information with respect to such election:

1. Borrowing to which this request applies (including Facility, principal amount and Type of Loans subject to election): _____.²
2. Effective date of election (which shall be a Business Day): _____.
3. The Loans are to be [converted into] [continued as] [ABR] [SOFR] Loans.
4. The duration of the Interest Period for the SOFR Loans, if any, included in the election shall be _____ months.³

(Signature Page Follows)

¹ The Borrower must notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if such Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each telephonic Interest Election Request will be irrevocable and must be confirmed promptly by hand delivery or electronic means of this form to the Administrative Agent.

² If different options are being elected with respect to different portions of the Borrowing, the portions thereof must be allocated to each resulting Borrowing (in which case the information to be specified pursuant to Paragraphs 3 and 4 shall be specified for each resulting Borrowing). If less than all the outstanding principal amount of any Borrowing shall be converted or continued, then each resulting Borrowing shall be in an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum and satisfy the limitations specified in Sections 2.02(c) regarding the maximum number of Borrowings of the relevant Type.

³ 1 or 3 months.

This Interest Election Request is issued pursuant to and is subject to the Credit Agreement, executed as of the date first written above.

[BRIGHT BIDCO B.V.]

By: _____
Name:
Title:

[RESERVED]

FORM OF MORTGAGES

[Attached]

**FORM OF
MORTGAGE**

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES
AND FIXTURE FILING**

by and from

[_____],

“Mortgagor”

to

DEUTSCHE BANK AG NEW YORK BRANCH,

in its capacity as Collateral Agent,

“Mortgagee”

Dated as of _____, ____

Location: [_____]

Municipality: [_____]

County: [_____]

State: [_____]

**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

[_____]

Prepared by [_____]

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING**

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this “*Mortgage*”) is dated as of _____, ____ by and from [_____], a [_____], as mortgagor, assignor and debtor (in such capacities and, together with any successors and assigns in such capacities, “*Mortgagor*”), whose address is [_____], to DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent for the Secured Parties, as mortgagee, assignee and secured party (in such capacities and, together with its successors and assigns in such capacities, “*Mortgagee*”), having an address at [●].

WHEREAS, reference is made to (a) that certain 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., and (b) that certain U.S. Collateral Agreement (DIP) dated as of August 31, 2022 (as amended, renewed, extended, restated, replaced, supplemented or otherwise modified from time to time, “*Collateral Agreement*”), among each Pledgor (as defined therein) party thereto and the Collateral Agent; and

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Mortgage.

Accordingly, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Mortgage. As used herein, the following terms shall have the following meanings:

- (a) “*Bankruptcy Code*” has the meaning assigned to such term in Section 5.2.
- (b) “*Borrower*” has the meaning assigned to such term in the recitals hereof.
- (c) “*Charges*” means any and all present and future real estate, property and other taxes, assessments and special assessments, levies, fees, all water and sewer rents and

charges and all other governmental charges imposed upon or assessed against, and all claims (including, without limitation, claims for landlords', carriers', mechanics', workmen's, repairmen's, laborer's, materialmen's, suppliers' and warehousemen's liens and other claims arising by operation of law), judgments or demands against, all or any portion of the Mortgaged Property or other amounts of any nature which, if unpaid, might result in or permit the creation of, a Lien on the Mortgaged Property or which might result in foreclosure of all or any portion of the Mortgaged Property except, in each case, Permitted Liens.

(d) “*Collateral Agent*” means Mortgagee acting as the collateral agent for the Secured Parties, together with its successors in such capacity.

(e) “*Collateral Agreement*” has the meaning assigned to such term in the recitals of this Mortgage.

(f) “*Credit Agreement*” has the meaning assigned to such term in the recitals of this Mortgage.

(g) “*Credit Agreement Documents*” means (a) the “Loan Documents” as defined in the Credit Agreement and (b) any other related documents or instruments executed and delivered pursuant to the documents referred to in the foregoing clause (a), in each case, as such documents or instruments may be amended, restated, supplemented or otherwise modified from time to time.

(h) “*Event of Default*” has the meaning assigned to such term in the Collateral Agreement.

(i) “*Excluded Property*” has the meaning assigned to such term in the Collateral Agreement.

(j) “*Holdings*” has the meaning assigned to such term in the recitals of this Mortgage.

(k) “*Intercreditor Agreements*” means any intercreditor agreement (upon and during the effectiveness thereof) entered into in compliance with the Credit Agreement.

(l) “*Mortgage*” has the meaning assigned to such term in the preamble hereof.

(m) “*Mortgaged Property*” means the fee interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Mortgagor and all of Mortgagor's right, title and interest in, to and under all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, in each case whether now owned or hereinafter acquired, including without limitation all water rights, mineral, oil and gas rights, easements and rights of way (collectively, the “*Land*”), and all of Mortgagor's right, title and interest now or hereafter acquired in, to and under the following (in each case other than Excluded Property): (1) all buildings, structures and other improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (the “*Improvements*”); the Land and Improvements are collectively referred to as the “*Premises*”), (2)

all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, and all equipment, inventory and other goods in which Mortgagor now has or hereafter acquires any rights or any power to transfer rights and (in each case in this clause (2)) that are or are to become fixtures (as defined in the UCC, defined below) related to the Land (the “**Fixtures**”), (3) all reserves, escrows or impounds required under the Credit Agreement or any of the other Credit Agreement Documents and all of Mortgagor’s right, title and interest in all reserves, deferred payments, deposits, refunds and claims of any nature that (in each case in this clause (3)) are specifically related to the Mortgaged Property (the “**Deposit Accounts**”), (4) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the “**Leases**”), (5) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the “**Rents**”), (6) all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, indemnities, warranties, permits, licenses, certificates and entitlements in any way relating specifically to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the “**Property Agreements**”), (7) all property tax refunds payable with respect to the Mortgaged Property (the “**Tax Refunds**”), (8) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the “**Proceeds**”), (9) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the “**Insurance**”), (10) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements or Fixtures (the “**Condemnation Awards**”) and (11) any and all right, title and interest of Mortgagor in and to any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, appraisals, studies and data relating specifically to the Mortgaged Property or the construction of any alteration relating to the Premises or the maintenance of any Property Agreement (the “**Records**”). As used in this Mortgage, the term “Mortgaged Property” shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

(n) “**Mortgagee**” has the meaning assigned to such term in the preamble hereof.

(o) “**Mortgagor**” has the meaning assigned to such term in the preamble hereof.

(p) “**Permitted Liens**” means Liens that are not prohibited by the Credit Agreement. Without limiting the generality of the foregoing, the matters that are set forth on Exhibit B attached hereto are Permitted Liens.

(q) “**Secured Amount**” has the meaning assigned to such term in Section 2.4.

(r) “**Secured Obligations**” means “Secured Obligations” as defined in the Collateral Agreement.

(s) “**Secured Parties**” means the persons holding any Secured Obligations and in any event including all “Secured Parties” as defined in the Collateral Agreement.

(t) “**Series**” has the meaning assigned to such term in the Collateral Agreement.

(u) “**UCC**” means the Uniform Commercial Code of [_____] or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than [_____] , then, as to the matter in question, the Uniform Commercial Code in effect in that state.

ARTICLE II GRANT

Section 2.1 Grant. To secure the payment or performance, as the case may be, in full of the Secured Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Mortgagee, for the benefit of the Secured Parties, and hereby grants to Mortgagee, for the benefit of the Secured Parties, a mortgage lien upon and a security interest in all of Mortgagor’s estate, right, title and interest in and to the Mortgaged Property, subject, however, to Permitted Liens, TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, for the benefit of the Secured Parties, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee.

Section 2.2 Secured Obligations. This Mortgage secures, and the Mortgaged Property is collateral security for, the payment and performance in full when due of the Secured Obligations.

Section 2.3 Future Advances. This Mortgage shall secure all Secured Obligations including, without limitation, future advances whenever hereafter made with respect to or under any Credit Agreement Document and shall secure not only Secured Obligations with respect to presently existing indebtedness under the Credit Agreement Documents, but also any and all other indebtedness which may hereafter be owing to the Secured Parties under the Credit Agreement Documents, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances, pursuant to the Credit Agreement Documents, whether such advances are obligatory or to be made at the option of the Secured Parties, or otherwise, and any extensions, modifications or renewals of all such Secured Obligations whether or not Mortgagor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

Section 2.4 Maximum Amount of Indebtedness. The maximum aggregate amount of all indebtedness that is, or under any contingency may be secured at the date hereof or

at any time hereafter by this Mortgage is \$[]¹ (the “*Secured Amount*”), plus, to the extent permitted by applicable law, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the lien hereof and expenses incurred by Mortgagee by reason of any Event of Default, together with interest thereon, all of which amount shall be secured hereby.

Section 2.5 Last Dollar Secured. So long as the aggregate amount of the Secured Obligations exceeds the Secured Amount, any payments and repayments of the Secured Obligations shall not be deemed to be applied against or to reduce the Secured Amount.

Section 2.6 No Release. Nothing set forth in this Mortgage shall relieve Mortgagor from the performance of any term, covenant, condition or agreement on Mortgagor’s part to be performed or observed under or in respect of any of the Mortgaged Property or from any liability to any person under or in respect of any of the Mortgaged Property or shall impose any obligation on Mortgagee or any other Secured Party to perform or observe any such term, covenant, condition or agreement on Mortgagor’s part to be so performed or observed or shall impose any liability on Mortgagee or any other Secured Party for any act or omission on the part of Mortgagor relating thereto or for any breach of any representation or warranty on the part of Mortgagor contained in this Mortgage or any other Credit Agreement Document under or in respect of the Mortgaged Property or made in connection herewith or therewith.

ARTICLE III WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 3.1 Title to Mortgaged Property and Lien of this Instrument. Mortgagor has valid fee simple title to the Mortgaged Property free and clear of any liens, claims or interests, except Permitted Liens. Upon recordation in the official real estate records in the county (or other applicable jurisdiction) in which the Premises are located, this Mortgage will constitute a valid and enforceable mortgage lien, with record notice to third parties, on the Mortgaged Property in favor of Mortgagee for the benefit of the Secured Parties subject only to Permitted Liens.

Section 3.2 Priority. Mortgagor shall preserve and protect the priority of the lien and security interest of this Mortgage. If any lien or security interest other than a Permitted Lien is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, pay the underlying claim in full or take such other commercially reasonable action so as to cause it to be released or contest the same in compliance with the requirements of the Credit Agreement.

Section 3.3 Replacement of Fixtures. Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures owned or leased by Mortgagor to be removed at any time from the Land or Improvements, unless the removed item is (a) removed temporarily for its protection, maintenance or repair, (b) replaced by an item of similar

¹ In a jurisdiction where the recording of this instrument would be subject to a tax, the amount secured shall be limited to the value of the real estate so encumbered, if such limitation shall reduce the tax owed.

functionality and quality, (c) obsolete or unnecessary for the then-current operation of the Premises, or (d) not prohibited from being removed by the Credit Agreement or the Collateral Agreement.

Section 3.4 Inspection. Mortgagee shall have the right to access the Mortgaged Property to the extent provided in the Credit Agreement.

Section 3.5 Insurance; Condemnation Awards and Insurance Proceeds.

(a) Insurance. Mortgagor shall maintain or cause to be maintained the insurance required by Section 5.02 of the Credit Agreement.

(b) Condemnation Awards. Mortgagor shall cause all condemnation awards that constitute Net Proceeds (or any equivalent term) in accordance with the Credit Agreement to be applied in accordance with Section 2.11(b) of the Credit Agreement.

(c) Insurance Proceeds. Mortgagor shall cause all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property that constitute Net Proceeds (or any equivalent term) in accordance with the Credit Agreement to be applied in accordance with Section 2.11(b) of the Credit Agreement.

(d) Payment of Charges. Unless and to the extent not prohibited by the terms of the Credit Agreement, Mortgagor shall pay and discharge, or cause to be paid and discharged, from time to time prior to same becoming delinquent, all Charges. Mortgagor shall deliver to Mortgagee, upon Mortgagee's reasonable written request, to the extent reasonably available to Mortgagor, receipts evidencing the payment of all such charges.

ARTICLE IV DEFAULT AND FORECLOSURE

Section 4.1 Remedies. Subject to the Intercreditor Agreements (if any), upon the occurrence and during the continuance of an Event of Default, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

(a) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(b) Operation of Mortgaged Property. Hold, lease, develop, manage, operate, carry on the business thereof or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 4.7.

(c) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Mortgage by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. With respect to any notices required or permitted under the UCC, Mortgagor agrees that 10 Business Days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee or any of the other Secured Parties may be a purchaser at such sale. If Mortgagee or such other Secured Party is the highest bidder, Mortgagee or such other Secured Party may credit the portion of the purchase price that would be distributed to Mortgagee or such other Secured Party against the Secured Obligations in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisal of the Mortgaged Property is waived. Mortgagee may adjourn from time to time any sale by it to be made under or by virtue hereof by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(d) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Secured Obligations, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 4.7; provided, however, notwithstanding the appointment of any receiver, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of the Credit Agreement to Mortgagee.

(e) Other. Exercise all other rights, remedies and recourses granted under the Credit Agreement Documents or otherwise available at law or in equity.

Section 4.2 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive. Subject to the Intercreditor Agreements (if any), Mortgagee and the other Secured Parties shall have all rights, remedies and recourses granted in the Credit Agreement Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Credit Agreement Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee or such other Secured Party, as the case may be, (c) may be

exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee or any other Secured Party in the enforcement of any rights, remedies or recourses under the Credit Agreement Documents or otherwise at law or equity shall be deemed to cure any Event of Default. In the event of any conflict between the terms of any applicable Intercreditor Agreement and the terms of this Mortgage, the terms of such applicable Intercreditor Agreement shall govern.

Section 4.4 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Credit Agreement Documents or the lien priority and security interest in and to the Mortgaged Property. For payment of the Secured Obligations, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 4.5 Appearance, Waivers, Notice and Marshalling of Assets. After the occurrence and during the continuance of any Event of Default and immediately upon the commencement of any action, suit or legal proceedings to obtain judgment for the payment or performance of the Secured Obligations or any part thereof, or of any proceedings to foreclose the lien and security interest created and evidenced hereby or otherwise enforce the provisions hereof or of any other proceedings in aid of the enforcement hereof, Mortgagor shall enter its voluntary appearance in such action, suit or proceeding. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Mortgagee's election to exercise or the actual exercise of any right, remedy or recourse provided for under the Credit Agreement Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation. Mortgagor shall not claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales of the Mortgaged Property which may be made pursuant to this Mortgage, or pursuant to any decree, judgment or order of any court of competent jurisdiction. Mortgagor covenants not to hinder, delay or impede the execution of any power granted or delegated to Mortgagee by this Mortgage but to suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

Section 4.6 Discontinuance of Proceedings. If Mortgagee or any other Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under the Credit Agreement Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee or such other Secured Party, as the case may be, shall have the unqualified right to do so and, in such an event, Mortgagor, Mortgagee and the other Secured Parties shall be restored to their former positions with respect to the Secured Obligations, the Credit Agreement Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee and the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default

which may then exist or the right of Mortgagee or any other Secured Party thereafter to exercise any right, remedy or recourse under the Credit Agreement Documents for such Event of Default.

Section 4.7 Application of Proceeds. Subject to the Intercreditor Agreements (if any), upon the occurrence and during the continuance of an Event of Default, Mortgagee shall promptly apply the proceeds of any sale of the Mortgaged Property in accordance with Section 4.02 of the Collateral Agreement.

Mortgagee shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Mortgage. Upon any sale of Mortgaged Property by Mortgagee (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by Mortgagee or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Mortgaged Property so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to Mortgagee or such officer or be answerable in any way for the misapplication thereof.

Section 4.8 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 4.1(c) will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

Section 4.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All reasonable sums advanced and reasonable documented out-of-pocket expenses incurred at any time by Mortgagee under this Section 4.9, or otherwise under this Mortgage or applicable law, that is payable under Section 4.9(b) shall, if not paid when due, bear interest at the rate provided therefor in Section 2.13(c) of the Credit Agreement and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) To the extent contemplated by Section 9.05 of the Credit Agreement, Mortgagor shall pay all reasonable documented out-of-pocket expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage or the enforcement, compromise or settlement of the Secured Obligations or any claim under this Mortgage, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

Section 4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, the security interests under Article 6, nor any other remedies afforded to Mortgagee under the Credit Agreement Documents, at law or in equity shall cause Mortgagee or any other Secured Party to be

deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE V ASSIGNMENT OF RENTS AND LEASES

Section 5.1 Assignment. In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1 of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases (but only to the extent permitted under the existing Leases), whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing and Mortgagee shall not have made the election below, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Secured Obligations or solvency of Mortgagor, the license herein granted shall, at the election of Mortgagee, expire and terminate, upon written notice to Mortgagor by Mortgagee.

Section 5.2 Perfection Upon Recordation. Mortgagor acknowledges that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law and by the terms of the Leases, a valid and fully perfected, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "***Bankruptcy Code***"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 5.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

ARTICLE VI SECURITY AGREEMENT

Section 6.1 Security Interest. This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law with respect to the Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds,

Proceeds, Insurance, Condemnation Awards and Records. To this end, Mortgagor grants to Mortgagee a security interest in the Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards, Records and all other Mortgaged Property which is personal property to secure the payment and performance of the Secured Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records sent to Mortgagor at least 10 Business Days prior to any action under the UCC shall constitute reasonable notice to Mortgagor. In the event of any conflict or inconsistency whatsoever between the terms of this Mortgage and the terms of the Collateral Agreement with respect to the collateral covered both therein and herein, including, but not limited to, with respect to whether any such Mortgaged Property is to be subject to a security interest or the use, maintenance or transfer of any such Mortgaged Property, or the exercise or applicability of any remedies in respect thereof, the Collateral Agreement shall control, govern, and prevail, to the extent of any such conflict or inconsistency. For the avoidance of doubt, no personal property of Mortgagor that constitutes Excluded Property under the Collateral Agreement shall be subject to any security interest of Mortgagee or any Secured Party or constitute collateral hereunder.

Section 6.2 Financing Statements. Mortgagor shall prepare and deliver to Mortgagee such financing statements, and shall execute and deliver to Mortgagee such other documents, instruments and further assurances, in each case in form and substance reasonably satisfactory to Mortgagee, as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder. Mortgagor hereby irrevocably authorizes Mortgagee to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

Section 6.3 Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 6.3 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the "Debtor" and its name and mailing address are set forth in the preamble of this Mortgage. Mortgagee is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Mortgage. A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in the definition of "Mortgaged Property" in Section 1.1 of this Mortgage. Mortgagor represents and warrants to Mortgagee that Mortgagor is the record owner of the Mortgaged Property.

ARTICLE VII MISCELLANEOUS

Section 7.1 Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement, as such address may be changed by written notice to the Mortgagee and the

Borrower. All communications and notices hereunder to Mortgagor shall be given to it in care of the Borrower, with such notice to be given as provided in Section 9.01 of the Credit Agreement.

Section 7.2 Covenants Running with the Land. All grants, covenants, terms, provisions and conditions contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Land. As used herein, “Mortgagor” shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Credit Agreement and the other Credit Agreement Documents; provided, however, that no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 7.3 Attorney-in-Fact. Subject to the Intercreditor Agreements (if any), Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Mortgagor and in the name of Mortgagor or otherwise (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee reasonably deems appropriate to protect Mortgagee’s interest, if Mortgagor shall fail to do so within 10 days (or such longer period as Mortgagee may agree in its reasonable discretion) after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee’s security interests and rights in or to any of the Mortgaged Property, and (d) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Mortgagor hereunder; provided, however, that (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance that are payable under Section 4.9(b) shall be added to and included in the Secured Obligations and, if not paid when due, shall bear interest at the rate provided therefor in Section 2.13(c) of the Credit Agreement; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 7.3. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

Section 7.4 Successors and Assigns. Whenever in this Mortgage any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of Mortgagor or Mortgagee that are contained in this Mortgage shall bind and inure to the benefit of their respective permitted successors and assigns. Mortgagee hereunder shall at all times be the same person that is the “Collateral Agent” under the Collateral Agreement. Written notice of resignation by the “Collateral Agent” pursuant to the Collateral Agreement shall also constitute notice of resignation as Mortgagee under this Mortgage. Upon the acceptance of any appointment as the “Collateral Agent” under the Collateral Agreement by a successor “Collateral Agent”, that

successor “Collateral Agent” shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Mortgagee pursuant hereto.

Section 7.5 Waivers; Amendment.

(a) No failure or delay by Mortgagee or any other Secured Party in exercising any right, power or remedy hereunder or under any other Credit Agreement Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of Mortgagee or any other Secured Party hereunder and under the other Credit Agreement Documents are cumulative and are not exclusive of any rights, powers or remedies that they would otherwise have. No waiver of any provision of this Mortgage or consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 7.5, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on Mortgagor in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Mortgage nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by Mortgagee and Mortgagor, subject to any consent required in accordance with Section 9.08 of the Credit Agreement, and except as otherwise provided in the Intercreditor Agreements (if any). Mortgagee may conclusively rely on a certificate of an officer of Mortgagor as to whether any amendment contemplated by this Section 7.5(b) is permitted.

(c) Notwithstanding anything to the contrary contained herein, Mortgagee may grant extensions of time or waivers of the requirement for the creation or perfection of security interests in or the obtaining of insurance (including title insurance) or surveys with respect to particular assets (including extensions beyond the date hereof for the perfection of security interests in the assets of Mortgagor on such date) where it reasonably determines, in consultation with the Borrower, that perfection or obtaining of such items cannot be accomplished by the time or times at which it would otherwise be required by this Mortgage or the other Credit Agreement Documents.

Section 7.6 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY 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 PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.6.

Section 7.7 Termination or Release.

In each case subject to the terms of the Intercreditor Agreements (if any):

(a) This Mortgage and the Liens and security interests created by this Mortgage shall automatically terminate and be released upon the occurrence of the Termination Date.

(b) [Mortgagor shall automatically be released from its obligations hereunder and the lien on and security interests in the Mortgaged Property shall be automatically released upon the consummation of any transaction not prohibited by the Credit Agreement as a result of which Mortgagor ceases to be a Subsidiary of the Borrower or otherwise becomes an Excluded Subsidiary or ceases to be a Guarantor or is otherwise released from its obligations under the Guarantee.]²

(c) The lien on and security interests in the Mortgaged Property shall automatically be released (i) upon any sale or other transfer thereof by Mortgagor that is not prohibited by the Credit Agreement to any person that is not a Loan Party, (ii) upon the effectiveness of any written consent to the release of the security interest granted hereby in such Mortgaged Property pursuant to Section 9.08 of the Credit Agreement (to the extent required), or (iii) as otherwise may be provided in the Intercreditor Agreements (if any).

(d) [Reserved]

(e) Solely with respect to the Credit Agreement Secured Obligations (as defined in the Collateral Agreement), Mortgagor shall automatically be released from its obligations hereunder and/or the lien on and security interests in the Mortgaged Property shall in each case be automatically released upon the occurrence of any of the circumstances set forth in Section 9.18 of the Credit Agreement without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Mortgagor.

(f) In connection with any termination or release pursuant to this Section 7.7, Mortgagee shall execute and deliver to Mortgagor all documents that Mortgagor shall reasonably request to evidence such termination or release (including, without limitation, mortgagee releases or UCC termination statements), and will duly assign and transfer to Mortgagor, such of the Mortgaged Property that may be in the possession of Mortgagee and has not theretofore been sold or otherwise applied or released pursuant to this Mortgage. Any execution and delivery of documents pursuant to this Section 7.7 shall be made without recourse to or warranty by Mortgagee. In connection with any termination or release pursuant to this Section 7.7, Mortgagor shall be permitted to take any action in connection therewith consistent with such release including, without limitation, the filing of mortgage releases or UCC termination statements. Upon the receipt of any necessary or proper instruments of termination, satisfaction or release prepared by Mortgagor, Mortgagee shall execute, deliver or acknowledge such instruments or releases to evidence the release of any Mortgaged Property permitted to be released pursuant to this Mortgage. Mortgagor agrees to pay all reasonable and documented out-of-pocket expenses incurred by

² NTD: To be included if Mortgagor is a Subsidiary Loan Party.

Mortgagee (and its representatives) in connection with the execution and delivery of such release documents or instruments.

Section 7.8 Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Secured Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee or any other Secured Party.

Section 7.9 Applicable Law. The provisions of this Mortgage shall be governed by and construed under the laws of the state in which the Mortgaged Property is located.

Section 7.10 Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Mortgage and are not to affect the construction of, or to be taken into consideration in interpreting, this Mortgage.

Section 7.11 Severability. In the event any one or more of the provisions contained in this Mortgage should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 7.12 Mortgagee as Agent. Mortgagee has been appointed to act as Agent by the other Secured Parties pursuant to the Credit Agreement and the Collateral Agreement. Mortgagee shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Credit Agreement, the Collateral Agreement and this Mortgage. Mortgagor and all other persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Mortgagee, without inquiry into the existence of required consents or approvals of the Secured Parties therefor.

Section 7.13 Recording Documentation To Assure Security. Mortgagor shall promptly, from time to time, cause this Mortgage and any financing statement, continuation statement or similar instrument relating to any of the Mortgaged Property or to any property intended to be subject to the lien hereof or the security interests created hereby to be filed, registered and recorded in such manner and in such places as may be required by any present or future law and shall take such actions as Mortgagee shall reasonably deem necessary in order to publish notice of and fully to protect the validity and priority of the liens, assignment, and security interests purported to be created upon the Mortgaged Property and the interest and rights of Mortgagee therein. Mortgagor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and

delivery of such instruments. In the event Mortgagee advances any sums to pay the amounts set forth in the preceding sentence, such advances shall be secured by this Mortgage.

Section 7.14 Further Acts. Mortgagor shall, at the sole cost and expense of Mortgagor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers, financing statements, continuation statements, instruments and assurances as Mortgagee shall from time to time reasonably request, which may be necessary in the reasonable judgment of Mortgagee from time to time to assure, perfect, convey, assign, mortgage, transfer and confirm unto Mortgagee, the property and rights hereby conveyed or assigned or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee or for carrying out the intention or facilitating the performance of the terms hereof or the filing, registering or recording hereof. In the event Mortgagor shall fail after written demand to execute any instrument or take any action required to be executed or taken by Mortgagor under this Section 7.14, Mortgagee may execute or take the same as the attorney-in-fact for Mortgagor, such power of attorney being coupled with an interest and is irrevocable. Mortgagor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments. In the event Mortgagee advances any sums to pay the amounts set forth in the preceding sentence, such advances shall be secured by this Mortgage.

Section 7.15 Additions to Mortgaged Property. All right, title and interest of Mortgagor in and to all extensions, amendments, relocations, restakings, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor upon the Land, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the Lien and security interest of this Mortgage as fully and completely and with the same effect as though now owned by Mortgagor and specifically described in the grant of the Mortgaged Property above, but at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the Lien and security interest of this Mortgage.

Section 7.16 Relationship. The relationship of Mortgagee to Mortgagor hereunder is strictly and solely that of lender and borrower and mortgagor and mortgagee and nothing contained in the Credit Agreement, this Mortgage or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Secured Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between Mortgagee and Mortgagor other than as lender and borrower and mortgagor and mortgagee.

Section 7.17 No Claims Against Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the

performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, nor as giving Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Mortgagee in respect thereof or any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien hereof, except Permitted Liens.

Section 7.18 Mortgagee's Fees and Expenses; Indemnification.

(a) Mortgagor agrees that Mortgagee shall be entitled to reimbursement of its expenses incurred hereunder by the Mortgagor and Mortgagee and other indemnitees shall be indemnified by the Mortgagor, in each case of this clause (a), *mutatis mutandis*, as provided in Section 9.05 of the Credit Agreement.

(b) Any such amounts payable as provided hereunder shall be additional Secured Obligations secured hereby. The provisions of this Section 7.18 shall remain operative and in full force and effect regardless of the termination of this Mortgage or any other Credit Agreement Document, the consummation of the transactions contemplated hereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Mortgage or any other Credit Agreement Document, or any investigation made by or on behalf of Mortgagee or any other Secured Party. All amounts due under this Section 7.18 shall be payable within 15 days (or such longer period as Mortgagee may reasonably agree to) on written demand therefor.

Section 7.19 Jurisdiction; Consent to Service of Process.

(a) Mortgagor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Mortgagee, any Secured Party, or any Affiliate of the foregoing, in any way relating to this Mortgage, any other Credit Agreement Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court referred to in this Section 7.19(a) of this Mortgage. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Mortgage or in any other Credit Agreement Document shall affect any right that Mortgagee or any Secured Party may otherwise have to bring any action or proceeding relating to this Mortgage or any other Credit Agreement Document against Mortgagor or its properties in the courts of any jurisdiction.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or

hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Mortgage or the other Credit Agreement Documents in any New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Mortgage irrevocably consents to service of process in the manner provided for notices in Section 7.1. Nothing in this Mortgage will affect the right of any party to this Mortgage or any other Credit Agreement Document to serve process in any other manner permitted by law.

Section 7.20 Subject to Intercreditor Agreements. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Mortgagee for the benefit of the Secured Parties pursuant to this Mortgage and (ii) the exercise of any right or remedy by the Mortgagee hereunder or the application of proceeds (including insurance and condemnation proceeds) of the Mortgaged Property are subject to the provisions of the Intercreditor Agreements (if any) to the extent provided therein. In the event of any conflict between the terms of the Intercreditor Agreements (if any) and the terms of this Mortgage, the terms of the applicable Intercreditor Agreement shall govern.

ARTICLE VIII LOCAL LAW PROVISIONS

Section 8.1 Local Law Provisions. Notwithstanding anything to the contrary contained in this Mortgage but subject to the Intercreditor Agreements (if any), in the event of any conflict or inconsistency between the provisions of this Article 8 and the other provisions of this Mortgage, the provisions of this Article 8 will govern.

[LOCAL LAW PROVISIONS TO FOLLOW]

[remainder of this page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGOR:

[_____] ,
a [_____]

By: _____
Name:
Title:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

I, the undersigned, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY, that [_____] , personally known to me to be [_____] , of [_____] , a [_____] , personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Secretary, he signed and delivered the said instrument of said corporation, pursuant to the authority given by [_____] of said [_____] a free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, _____.

Signature of Notary _____

Commission expires _____, _____.

[local counsel to advise on how to conform to state law]

EXHIBIT A

LEGAL DESCRIPTION

Legal Description of premises commonly known as [COMMON NAME, IF ANY] and located at [INSERT ADDRESS]:

[to come from title policy]

EXHIBIT B

PERMITTED ENCUMBRANCES

Each of the liens and other encumbrances excepted as being prior to the Lien hereof as set forth in Schedule B to the marked [Pro Forma Policy] issued by [Title Insurance Company], dated as of the date hereof and delivered to Mortgagee on the date hereof, bearing [Title Insurance Company] reference number [Title Number] relating to the real property described in Schedule A attached hereto.

[RESERVED]

[RESERVED]

**FORM OF
OFFICER'S CERTIFICATE PURSUANT TO SECTION 5.13(c)**

[Date]

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. Pursuant to Section 5.13(c) of the Credit Agreement, the undersigned, in his/her capacity as a Responsible Officer of the Borrower, certifies as follows:

- (i) the Loan Parties are in compliance with the covenants contained in Sections 5.13(a) and 5.13(b) of the Credit Agreement;
- (ii) [except as disclosed below] no Default or Event of Default has occurred¹¹; and
- (iii) attached hereto as Schedule I is an Approved Budget Variance Report, which was prepared by the Borrower as of the last day of the Variance Testing Period then most recently ended.

¹¹ If a Default or Event of Default has occurred, specify the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto.

EXHIBIT I

IN WITNESS WHEREOF, the undersigned, in his/her capacity as a Responsible Officer of the Borrower, has executed this certificate for and on behalf of the Borrower, and has caused this certificate to be delivered this _____ day of _____, 202_.

BRIGHT BIDCO B.V.

By: _____

Name:

Title:

SCHEDULE I

APPROVED BUDGET VARIANCE REPORT

[RESERVED]

EXHIBIT K

**FORM OF
SUBORDINATION AGREEMENT**

[Attached]

SUBORDINATION AGREEMENT (DIP)

Dated August 31, 2022

between

**AURORA BOREALIS B.V.
as Holdings**

**BRIGHT BIDCO B.V.
as Borrower**

THE INTRA-GROUP LENDERS AND DEBTORS PARTY HERETO

**DEUTSCHE BANK AG NEW YORK BRANCH
as Administrative Agent**

and

**DEUTSCHE BANK AG NEW YORK BRANCH
as Collateral Agent**

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Schedule 1

Part A: Form of Debtor Accession Undertaking

Part B: Form of Creditor Accession Undertaking

THIS SUBORDINATION AGREEMENT (this “**Agreement**”) is dated August 31, 2022 and made between:

- (1) **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 and registered with the Dutch Commercial Register under 68512058 (“**Holdings**”);
- (2) **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 and registered with the Dutch Commercial Register under 67376118 (the “**Borrower**”);
- (3) **THE PERSONS** named on the signing pages as original Intra-Group Lenders (the “**Original Intra-Group Lenders**”);
- (4) **THE PERSONS** named on the signing pages as original Debtors (the “**Original Debtors**”);
- (5) **DEUTSCHE BANK AG NEW YORK BRANCH** as Administrative Agent; and
- (6) **DEUTSCHE BANK AG NEW YORK BRANCH** as Collateral Agent.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1. **Definitions**

In this Agreement:

“**Administrative Agent**” means the Administrative Agent under, and as defined in, the Credit Agreement.

“**Affiliate**” has the meaning given to the term “Affiliate” in the Credit Agreement.

“**Appropriation**” means the appropriation (or similar process) of the equity interests of a member of the Group (other than Holdings) by the Collateral Agent (or any Receiver or Delegate) which is effected (to the extent permitted under the relevant Security Document and applicable law) by enforcement of any Lien over any Collateral.

“**Bankruptcy Code**” shall mean Title 11 of the United States Code, as amended.

“**Bankruptcy Law**” shall mean the Bankruptcy Code and any similar Federal, state or foreign law for the relief of debtors.

“**Borrower**” has the meaning given in the preamble.

“**Borrowing Liabilities**” means, in relation to a member of the Group, the liabilities and obligations (not being Guarantee Liabilities) it may have as a principal debtor to a Creditor or a Debtor in respect of Indebtedness arising under the Debt Documents (whether incurred solely or jointly).

“**Collateral**” has the meaning given to the term “Collateral” in the Credit Agreement.

“**Collateral Agent**” means the Collateral Agent under, and as defined in, the Credit Agreement.

“**Commitments**” has the meaning given to the term “Commitments” in the Credit Agreement.

“**Credit Agreement**” means the Senior Secured Super-Priority Term Loan Debtor-in-Possession Credit Agreement dated August 31, 2022 between, among others, Holdings, the Borrower, the lenders party thereto and the Administrative Agent.

“**Creditor Accession Undertaking**” means:

- (a) an undertaking substantially in the form set out in Part B of Schedule 1 (*Form of Creditor Accession Undertaking*); or
- (b) in the case of an acceding Debtor which is expressed to accede as an Intra-Group Lender in the relevant Debtor Accession Undertaking, that Debtor Accession Undertaking.

“**Creditors**” means the Intra-Group Lenders.

“**Debt Document**” means each of this Agreement, any agreement or document relating to or evidencing the terms of the Intra-Group Liabilities and any other agreement or document designated as such by the Borrower and the Collateral Agent.

“**Debtor**” means each Original Debtor and any person which becomes a Party as a Debtor in accordance with the terms of Clause 14 (*Changes to the Parties*).

“**Debtor Accession Undertaking**” means an undertaking substantially in the form set out in Part A of Schedule 1 (*Form of Debtor Accession Undertaking*).

“**Debtors’ Intra-Group Receivables**” means, in relation to a member of the Group, any liabilities and obligations owed to any Debtor (whether actual or contingent and whether incurred solely or jointly) by that member of the Group.

“**Delegate**” means any delegate, agent, attorney or co-trustee appointed by the Collateral Agent.

“**Discharge Date**” means the first date on which (a) all Commitments shall have been terminated and (b) the principal of and interest on each Loan, all Fees and all other expenses or amounts payable under any Loan Document and all other Loan Obligations shall have been paid in full (other than in respect of contingent indemnification and expense reimbursement claims not then due).

“**Distress Event**” means any of:

- (a) the Administrative Agent exercising any of its rights under Section 7.01 of the Credit Agreement or any acceleration provisions being automatically invoked under Section 7.01 of the Credit Agreement; or
- (b) the enforcement of any Lien over any Collateral by the Collateral Agent.

“**Distressed Disposal**” means any sale or other disposal of any Collateral which is being effected (a) by the Collateral Agent in connection with an enforcement action or after the institution of any Insolvency or Liquidation Proceeding or (b) by a member of the Group at the request of the Collateral Agent at a time when any Lien on the Collateral has become enforceable.

“**Enforcement Action**” means:

- (a) in relation to any Liabilities:
 - (i) the acceleration of any Liabilities or the making of any declaration that any Liabilities are prematurely due and payable;
 - (ii) the making of any declaration that any Liabilities are payable on demand;

- (iii) the making of a demand in relation to a Liability that is payable on demand (other than a demand made by an Intra-Group Lender in relation to any Intra-Group Liabilities which are on-demand Liabilities to the extent (A) that the demand is made in the ordinary course of dealings between the relevant Debtor and Intra-Group Lender and (B) that any resulting Payment would be a Permitted Intra-Group Payment);
 - (iv) the making of any demand against any member of the Group in relation to any Guarantee Liabilities of that member of the Group;
 - (v) the exercise of any right to require any member of the Group to acquire any Liability (including exercising any put or call option against any member of the Group for the redemption or purchase of any Liability);
 - (vi) the exercise of any right of set-off, account combination or payment netting against any member of the Group in respect of any Liabilities (other than the exercise of any such right by an Intra-Group Lender in relation to any Intra-Group Liabilities to the extent made in the ordinary course of dealings between the relevant Debtor and Intra-Group Lender and provided that the exercise of such right gives effect to a Permitted Payment); and
 - (vii) the suing for, commencing or joining of any legal or arbitration proceedings against any member of the Group to recover any Liabilities;
- (b) the entering into of any composition, compromise, assignment or arrangement with any member of the Group which owes any Liabilities; or
 - (c) the petitioning, applying or voting for, or the taking of any steps (including the appointment of any liquidator, receiver, administrator or similar officer) in relation to, the winding up, dissolution, administration, judicial management or reorganisation of any member of the Group which owes any Liabilities, or any of such member of the Group's assets or any suspension of payments or moratorium of any indebtedness of any such member of the Group, or any analogous procedure or step in any jurisdiction,

except that the taking of any action falling within paragraphs (a)(vii) or (c) above which is necessary (but only to the extent necessary) to preserve the validity, existence or priority of claims in respect of Liabilities, including the registration of such claims before any court or governmental authority and the bringing, supporting or joining of proceedings to prevent any loss of the right to bring, support or join proceedings by reason of applicable limitation periods or any automatic acceleration of the Liabilities pursuant to the commencement of any proceedings under the Bankruptcy Code shall not constitute Enforcement Action.

“**Event of Default**” has the meaning given to the term “Event of Default” in the Credit Agreement.

“**Fees**” has the meaning given to the term “Fees” in the Credit Agreement.

“**Governmental Authority**” has the meaning given to the term “Governmental Authority” in the Credit Agreement.

“**Group**” means Holdings and each of its Subsidiaries from time to time.

“**Guarantee Liabilities**” means, in relation to a member of the Group, the liabilities and obligations under the Debt Documents (present or future, actual or contingent and whether incurred solely or jointly) it may have to a Creditor or Debtor as or as a result of its being a guarantor or surety (including,

without limitation, liabilities and obligations arising by way of guarantee, indemnity, contribution or subrogation).

“**Holding Company**” means, in relation to a person, any other person in respect of which it is a Subsidiary.

“**Holdings**” has the meaning given in the preamble.

“**Indebtedness**” has the meaning given to the term “Indebtedness” in the Credit Agreement.

“**Insolvency or Liquidation Proceeding**” means:

- (a) any voluntary or involuntary case or proceeding under any Bankruptcy Law with respect to any member of the Group;
- (b) any other voluntary or involuntary insolvency, reorganisation or bankruptcy case or proceeding, or any receivership, liquidation, judicial management, reorganisation or other similar case or proceeding with respect to any member of the Group or with respect to any of its assets;
- (c) any liquidation, dissolution, judicial management, reorganisation or winding up of any member of the Group whether voluntary or involuntary and whether or not involving insolvency or bankruptcy (except for any voluntary liquidation, dissolution or other winding up to the extent permitted by the Primary Documents); or
- (d) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of any member of the Group.

In addition:

- (i) In respect of any proceeding in France, a reference to “**Insolvency or Liquidation Proceedings**” shall mean the opening of proceedings for *sauvegarde*, *sauvegarde accélérée*, *sauvegarde financière accélérée*, *redressement judiciaire* or *liquidation judiciaire* or a judgement for *cession totale ou partielle de l'entreprise* pursuant to articles L.620-1 to L.670-8 of the French *Code de commerce* or any reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise, including in the context of a *mandat ad hoc* or of a *conciliation* in accordance with articles L.611-3 to L.611-16 of the French *Code de commerce*).
- (ii) In respect of any proceeding in Germany, a reference to “**Insolvency or Liquidation Proceedings**” shall mean any insolvency proceedings (*Insolvenzverfahren*) pursuant to the German Insolvency Act (*Insolvenzordnung*).
- (iii) In respect of any proceeding in Hong Kong, a reference to “**Insolvency or Liquidation Proceeding**” shall mean any corporate action, legal proceedings or other procedure or step is taken, or any resolution is passed or order is made, in each case, in relation to (A) the winding up, dissolution, judicial management, reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of such member of the Group, (B) a moratorium of any indebtedness of such member of the Group, (C) any composition, compromise, assignment or arrangement with any creditor of such member of the Group or (D) the appointment of a liquidator (including provisional liquidator), receiver, judicial manager or similar officer in respect of such member of the Group or any assets of such member of the Group, or any analogous procedure or step is taken in any jurisdiction.

- (iv) In respect of any proceeding in the Netherlands, a reference to “**Insolvency or Liquidation Proceedings**” shall mean any bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*), or any step or procedure taken in connection with insolvency proceedings under Section 36 of the Tax Collection Act of the Netherlands (*Invorderingswet 1990*) or Section 60 of the Social Insurance Financing Act of the Netherlands (*Wet Financiering Sociale Verzekeringen*) in conjunction with Section 36 of the Tax Collection Act of the Netherlands (*Invorderingswet 1990*).
- (v) In respect of any proceeding in Poland, a reference to “**Insolvency or Liquidation Proceedings**” shall mean (A) commencement of bankruptcy proceedings pursuant to the Polish Bankruptcy Law of 28 February 2003 (consolidated text: Journal of Laws of 2016, item 2171, as amended), (B) commencement of restructuring proceedings pursuant to the Polish Restructuring Law of 15 May 2015 (consolidated text: Journal of Laws of 2016, item 1574, as amended), (C) a declaration of bankruptcy, (D) an approval of a restructuring, (E) commencement of a winding up with liquidation, including adoption of any corporate resolution on liquidation or decision of a court on a winding up or (F) appointment of a liquidator (*likwidator*) (including provisional liquidator), receiver (*syndyk*), commissioner (*sędziakomisarz*), court administrator (*sędzia-komisarz*), administrator (*sędzia-komisarz*) or similar officer; but in no case shall include a voluntary liquidation, dissolution or other winding up to the extent permitted by the Credit Agreement.
- (vi) In respect of any proceeding in the Republic of Korea, a reference to “**Insolvency or Liquidation Proceedings**” shall mean any corporate action, legal proceedings or other procedure or step is taken in relation to: (A) any suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration, judicial management, provisional supervision, reorganisation or rehabilitation (by way of voluntary arrangement, scheme of arrangement or otherwise) of such member of the Group, (B) the designation as a failing company (*busil-jinghu-giup* in Korean) under the Corporate Restructuring Promotion Act of Korea, (C) any composition, assignment or arrangement with any creditor of such member of the Group or (D) the appointment of a liquidator, receiver, administrator, administrative receiver, judicial manager, compulsory manager, provisional supervisor or other similar officer in respect of such member of the Group or any of its assets.
- (vii) In respect of any proceeding in Singapore, a reference to “**Insolvency or Liquidation Proceedings**” shall mean any corporate action, legal proceedings or other procedure or step is taken in relation to (A) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, judicial management, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of such member of the Group, (B) a composition, compromise, assignment or arrangement with any creditor of such member of the Group, (C) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, judicial manager, provisional supervisor or other similar officer in respect of such member of the Group or (D) enforcement of any Lien over any assets of such member of the Group, or any analogous procedure or step is taken in any jurisdiction.

“**Intra-Group Lenders**” means:

- (a) each Original Intra-Group Lender; and
- (b) any person which becomes a Party as an Intra-Group Lender pursuant to Clause 14 (*Changes to the Parties*).

“Intra-Group Lending” means the loans, credit or other Indebtedness made available by any Intra-Group Lender to any Loan Party.

“Intra-Group Liabilities” means the Liabilities owed by any Loan Party to any Intra-Group Lender.

“Legal Reservations” has the meaning given to the term “Legal Reservations” in the Credit Agreement.

“Lender” has the meaning given to the term “Lender” in the Credit Agreement.

“Liabilities” means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under any Debt Document or under any other Intra-Group Lending, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

“Liabilities Acquisition” means, in relation to a person and to any Liabilities, a transaction where that person:

- (a) purchases by way of assignment or transfer;
- (b) enters into any sub-participation in respect of; or
- (c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of,

the rights in respect of those Liabilities.

“Lien” has the meaning given to the term “Lien” in the Credit Agreement.

“Loans” has the meaning given to the term “Loans” in the Credit Agreement.

“Loan Documents” has the meaning given to the term “Loan Documents” in the Credit Agreement.

“Loan Obligations” has the meaning given to the term “Loan Obligations” in the Credit Agreement.

“Loan Parties” has the meaning given to the term “Loan Parties” in the Credit Agreement.

“Material Adverse Effect” has the meaning given to the term “Material Adverse Effect” in the Credit Agreement.

“Obligations” means the Loan Obligations.

“**Original Debtor**” has the meaning given in the preamble.

“**Original Intra-Group Lender**” has the meaning given in the preamble.

“**Other Liabilities**” means, in relation to a member of the Group, any trading and other liabilities and obligations (not being Borrowing Liabilities or Guarantee Liabilities) it may have to an Intra-Group Lender or a Debtor.

“**Party**” means a party to this Agreement.

“**Payment**” means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).

“**Permitted Intra-Group Payments**” means the Payments permitted by Clause 3.2 (*Permitted Payments: Intra-Group Liabilities*).

“**Permitted Payment**” means a Permitted Intra-Group Payment.

“**Primary Documents**” means the Credit Agreement and the other Loan Documents.

“**Receiver**” means a receiver or receiver and manager or administrative receiver of the whole or any part of the Collateral.

“**Secured Parties**” has the meaning given to the term “Secured Parties” in the Credit Agreement.

“**Security Documents**” has the meaning given to the term “Security Documents” in the Credit Agreement.

“**Subsidiary**” has the meaning given to the term “subsidiary” in the Credit Agreement.

1.2. Interpretation

- (a) Unless a contrary indication appears, a reference in this Agreement to:
- (i) the “**Administrative Agent**”, the “**Collateral Agent**”, any “**Creditor**”, any “**Debtor**”, “**Holdings**”, any “**Intra-Group Lender**”, any “**Lender**”, any “**Loan Party**”, the “**Borrower**” or any “**Secured Party**” shall be construed to be a reference to it in its capacity as such and not in any other capacity;
 - (ii) the “**Administrative Agent**”, the “**Collateral Agent**”, any “**Creditor**”, any “**Debtor**”, “**Holdings**”, any “**Intra-Group Lender**”, any “**Lender**”, any “**Loan Party**”, the “**Borrower**”, any “**Secured Party**” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees, in each case, as permitted under the Credit Agreement and, in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent or Collateral Agents in accordance with the Loan Documents;
 - (iii) “**assets**” includes present and future properties, revenues and rights of every description;
 - (iv) the “**Credit Agreement**”, any “**Debt Document**”, any “**Loan Document**”, any “**Primary Document**” or any other agreement or instrument is a reference to that agreement or instrument, as amended, novated, supplemented, extended or restated and includes any increase in any facility or indebtedness, addition to, extension of or other change to any facility or indebtedness provided thereunder;

- (v) “**enforcing**” (or any derivation) any Lien over any Collateral includes (A) the appointment of an administrator (or any analogous officer in any jurisdiction) of a member of the Group by the Collateral Agent; and (B) the making of a demand under any “parallel debt” provisions in the Loan Documents by the Collateral Agent;
 - (vi) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
 - (vii) a provision of law is a reference to that provision as amended or re-enacted; and
 - (viii) the singular includes the plural (and *vice versa*).
- (b) Clause and Schedule headings are for ease of reference only.

2. **RANKING OF LIABILITIES**

- 2.1. Each of the Parties agrees that the Intra-Group Liabilities are postponed and subordinated to the Obligations (whether secured or unsecured).
- 2.2. At any time and in accordance with the terms of the Primary Documents, the Secured Parties may grant time or indulgence or release, vary or amend any of the Primary Documents or compound or otherwise deal with and receive moneys under them without reference to any Intra-Group Lender.
- 2.3. This Agreement does not purport to rank any of any of the Intra-Group Liabilities as between themselves or the Intra-Group Liabilities as between themselves.

3. **INTRA-GROUP LENDERS AND INTRA-GROUP LIABILITIES**

3.1. **Restriction on Payment: Intra-Group Liabilities**

Prior to the Discharge Date, the Debtors shall not (and shall procure that no other member of the Group will) make any Payments of the Intra-Group Liabilities at any time unless:

- (a) that Payment is permitted under Clause 3.2 (*Permitted Payments: Intra-Group Liabilities*); or
- (b) the taking or receipt of that Payment is permitted under paragraph (a)(iii) of Clause 3.7 (*Permitted Enforcement: Intra-Group Lenders*).

3.2. **Permitted Payments: Intra-Group Liabilities**

- (a) Subject to paragraph (b) below, the Debtors may (and may permit any other member of the Group to) make Payments in respect of the Intra-Group Liabilities (whether of principal, interest or otherwise) from time to time.
- (b) Payments in respect of the Intra-Group Liabilities may not be made pursuant to paragraph (a) above if, at the time of the Payment, an Event of Default has occurred and is continuing or would occur as a result of such Payment, unless that Payment is made to facilitate a Payment of the Obligations in accordance with the Credit Agreement.
- (c) Notwithstanding paragraph (b) above, Payments in respect of Intra-Group Liabilities may be made if the Administrative Agent (acting on the instructions of the requisite Lenders under the Credit Agreement) consents to that Payment being made or the Intra-Group Lender has certified for the benefit of the Administrative Agent that it is required to demand such Payment by applicable mandatory law.

3.3. **Payment obligations continue**

No Debtor shall be released from the liability to make any Payment (including of default interest which shall continue to accrue) under any Debt Document by the operation of Clauses 3.1 (*Restriction on Payment: Intra-Group Liabilities*) and 3.2 (*Permitted Payments: Intra-Group Liabilities*) even if its obligation to make that Payment is restricted at any time by the terms of any of those Clauses.

3.4. **Acquisition of Intra-Group Liabilities**

- (a) Subject to paragraph (b) below, each Debtor may (and may permit any other member of the Group to):
 - (i) enter into any Liabilities Acquisition; or
 - (ii) beneficially own all or any part of the share capital of a company that is party to a Liabilities Acquisition,in respect of any Intra-Group Liabilities at any time.
- (b) Subject to paragraph (c) below, no action described in paragraph (a) above may take place in respect of any Intra-Group Liabilities if:
 - (i) that action would result in a breach of any Primary Document; or
 - (ii) at the time of that action, an Event of Default has occurred and is continuing or would occur as a result of that action.
- (c) The restrictions in paragraph (b) above shall not apply if the prior written consent of the Administrative Agent (acting on the instructions of the requisite Lenders under the Credit Agreement) is obtained.

3.5. **Liens: Intra-Group Lenders**

Prior to the Discharge Date, the Intra-Group Lenders may not take, accept or receive the benefit of any Lien, guarantee, indemnity or other assurance against loss from any member of the Group in respect of the Intra-Group Liabilities unless:

- (a) that Lien, guarantee, indemnity or other assurance against loss is not prohibited by the Credit Agreement; or
- (b) the prior written consent of the Administrative Agent (acting on the instructions of the requisite Lenders under the Credit Agreement) is obtained.

3.6. **Restriction on Enforcement: Intra-Group Lenders**

Subject to Clause 3.7 (*Permitted Enforcement: Intra-Group Lenders*), none of the Intra-Group Lenders shall be entitled to take any Enforcement Action in respect of any of the Intra-Group Liabilities at any time prior to the Discharge Date unless any such Intra-Group Lender has certified for the benefit of the Administrative Agent that it is required to take such steps by applicable mandatory law.

3.7. **Permitted Enforcement: Intra-Group Lenders**

- (a) Subject to paragraph (b) below, after the occurrence of an Insolvency or Liquidation Proceeding in relation to a member of the Group, each Intra-Group Lender may exercise any right it may otherwise have against that member of the Group to:

- (i) accelerate any of that member of the Group's Intra-Group Liabilities or declare them prematurely due and payable or payable on demand;
 - (ii) make a demand under any guarantee, indemnity or other assurance against loss given by that member of the Group in respect of any Intra-Group Liabilities;
 - (iii) exercise any right of set-off or take or receive any Payment in respect of any Intra-Group Liabilities of that member of the Group; or
 - (iv) claim and prove in any insolvency process of that member of the Group for the Intra-Group Liabilities owing to it.
- (b) No action described in paragraph (a) above may take place if the Collateral Agent otherwise directs the relevant Intra-Group Lender or the Collateral Agent has taken, or has given notice that it intends to take, action on behalf of that Intra-Group Lender in accordance with Clause 5.3 (*Filing of Claims*) unless the Intra-Group Lender has certified for the benefit of the Administrative Agent that it is required to take such steps by applicable mandatory law.

3.8. Representations: Intra-Group Lenders

Each Intra-Group Lender represents and warrants to the Secured Parties on the date of this Agreement or on the date upon which it becomes a Party as an Intra-Group Lender that:

- (a) it (i) is a partnership, cooperative with exclusion of liability, limited liability company, corporation, company or other entity duly organised or incorporated, validly existing and in good standing (or, if applicable in a foreign jurisdiction, enjoys the equivalent status under the laws of any jurisdiction of organisation outside the United States of America) under the laws of the jurisdiction of its organisation or incorporation; and (ii) has the power and authority to execute, deliver and perform its obligations under this Agreement;
- (b) the execution, delivery and performance by it of this Agreement (1) have been duly authorised by all corporate, stockholder, shareholder, partnership, limited liability company action or similar action required to be obtained by it and (2) will not (i) violate (A) any provision of law, statute, rule or regulation applicable to it, (B) its certificate or articles of incorporation, articles of association (*statuten*) or other constitutive documents (including any partnership, limited liability company or operating agreements) or by-laws, (C) any applicable order of any court or any rule, regulation or order of any Governmental Authority applicable to it or (D) any provision of any indenture, certificate of designation for preferred stock, agreement or other instrument to which it is a party or by which it or any of its property is or may be bound or (ii) result in a breach of or constitute (alone or with due notice or lapse of time or both) a default under, give rise to a right of or result in any cancellation or acceleration of any right or obligation (including any payment) under any such indenture, certificate of designation for preferred stock, agreement or other instrument, where any such conflict, violation, breach or default referred to in sub-paragraph (i) or (ii) of this paragraph (b), would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; and
- (c) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganisation, fraudulent conveyance or other similar laws affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), (iii) implied covenants of good faith and fair dealing and (iv) the Legal Reservations.

4. **[RESERVED]**

5. **EFFECT OF INSOLVENCY OR LIQUIDATION PROCEEDING**

5.1. **Distributions**

- (a) After the occurrence of an Insolvency or Liquidation Proceeding in relation to any member of the Group, any Investor entitled to receive a distribution out of the assets of that member of the Group in respect of Liabilities owed to that Investor shall, to the extent it is able to do so, direct the person responsible for the distribution of the assets of that member of the Group to make that distribution to the Collateral Agent (or to such other person as the Collateral Agent shall direct) until the Obligations have been paid in full.
- (b) After the occurrence of a Insolvency or Liquidation Proceeding in relation to any member of the Group, any Intra-Group Lender entitled to receive a distribution out of the assets of that member of the Group in respect of Liabilities owed to that Intra-Group Lender shall, to the extent it is able to do so (and provided that it has certified for the benefit of the Administrative Agent that it is not prohibited from doing so in accordance with mandatory applicable law), direct the person responsible for the distribution of the assets of that member of the Group to make that distribution to the Collateral Agent (or to such other person as the Collateral Agent shall direct) until the Obligations have been paid in full.
- (c) The Collateral Agent shall apply distributions made to it under paragraph (a) or (b) above in accordance with the Credit Agreement.

5.2. **Set-Off**

To the extent that any member of the Group's Liabilities are discharged by way of set-off (mandatory or otherwise) after the occurrence of an Insolvency or Liquidation Proceeding in relation to that member of the Group, any Creditor which benefited from that set-off shall pay an amount equal to the amount of the Liabilities owed to it which are discharged by that set-off to the Collateral Agent (or to such other person as the Collateral Agent shall direct) for application in accordance with the Credit Agreement until the Obligations have been paid in full unless any Intra-Group Lender has certified for the benefit of the Administrative Agent that it is prohibited from doing so by applicable mandatory law.

5.3. **Filing of Claims**

- (a) After the occurrence of an Insolvency or Liquidation Proceeding in relation to any member of the Group, each Investor hereby irrevocably authorises the Collateral Agent on its behalf to:
 - (i) take any Enforcement Action against that member of the Group;
 - (ii) demand, sue, prove and give receipt for any or all of that member of the Group's Liabilities;
 - (iii) collect and receive all distributions on, or on account of, any or all of that member of the Group's Liabilities; and
 - (iv) file claims, take proceedings and do all other things the Collateral Agent considers reasonably necessary to recover that member of the Group's Liabilities.

- (b) After the occurrence of an Insolvency or Liquidation Proceeding in relation to any member of the Group, each Intra-Group Lender hereby irrevocably authorises the Collateral Agent on its behalf to:
 - (i) take any Enforcement Action against that member of the Group;
 - (ii) demand, sue, prove and give receipt for any or all of that member of the Group's Liabilities;
 - (iii) collect and receive all distributions on, or on account of, any or all of that member of the Group's Liabilities; and
 - (iv) file claims, take proceedings and do all other things the Collateral Agent considers reasonably necessary to recover that member of the Group's Liabilities.

5.4. **Further Assurance: Insolvency or Liquidation Proceeding**

Each Creditor will:

- (a) do all things that the Collateral Agent reasonably requests in order to give effect to this Clause 5; and
- (b) if the Collateral Agent is not entitled to take any of the actions contemplated by this Clause 5 or if the Collateral Agent reasonably requests that a Creditor take that action, undertake that action itself in accordance with the instructions of the Collateral Agent or grant a power of attorney to the Collateral Agent (on such terms as the Collateral Agent may reasonably require) to enable the Collateral Agent to take such action.

6. **TURNOVER OF RECEIPTS**

6.1. **Turnover by the Creditors**

If at any time prior to the Discharge Date, any Creditor receives or recovers:

- (a) any Payment or distribution of, or on account of or in relation to, any of the Liabilities which is not a Permitted Payment;
- (b) other than where Clause 5.2 (*Set-Off*) applies, any amount by way of set-off in respect of any of the Liabilities owed to it which does not give effect to a Permitted Payment;
- (c) notwithstanding paragraphs (a) and (b) above and other than where Clause 5.2 (*Set-Off*) applies, any amount:
 - (i) on account of, or in relation to, any of the Liabilities:
 - (A) after the occurrence of a Distress Event; or
 - (B) as a result of any other litigation or proceedings to recover any Liabilities against a member of the Group (other than after the occurrence of an Insolvency or Liquidation Proceeding in respect of that member of the Group); or
 - (ii) by way of set-off in respect of any of the Liabilities owed to it after the occurrence of a Distress Event,

that Creditor will hold such amount on trust (or in a suspense account, to the extent a trust is not recognized in such Creditor's jurisdiction of incorporation) for the Collateral Agent and promptly pay or distribute an amount equal to that recovery to the Collateral Agent for application in accordance with the Credit Agreement.

6.2. **Amounts received by Debtors**

If any of the Debtors receives or recovers any amount which, under the terms of this Agreement or any other Loan Document, should have been paid to the Collateral Agent, that Debtor will hold an amount of that receipt or recovery on trust (or in a suspense account, to the extent a trust is not recognized in such Creditor's jurisdiction of incorporation) for the Collateral Agent and promptly pay that amount to the Collateral Agent for application in accordance with the Credit Agreement.

6.3. **Saving provision**

If, for any reason, any of the trusts expressed to be created in this Clause 6 should fail or be unenforceable, the affected Creditor or Debtor will promptly pay or distribute an amount equal to that receipt or recovery to the Collateral Agent to be held on trust by the Collateral Agent for application in accordance with the Credit Agreement.

7. **DEFERRAL OF SUBROGATION**

No Creditor or Debtor will exercise any rights which it may have by reason of the performance by it of its obligations under any Primary Document to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights under the Primary Documents of any Secured Party until the occurrence of the Discharge Date.

8. **DISTRESSED DISPOSALS AND APPROPRIATIONS**

If a Distressed Disposal or an Appropriation is being effected, the Collateral Agent is, subject to the requirements of applicable mandatory law, irrevocably authorised to do the following (without any consent, sanction, authority or further confirmation from any Creditor or Debtor):

- (a) **release of Liens:** to release any Lien granted by, or over the assets of, any member of the Group to secure any Liabilities;
- (b) **release of liabilities on a share sale/Appropriation (member of the Group):** if the asset subject to the Distressed Disposal or Appropriation consists of equity interests in the capital of a member of the Group, to release:
 - (i) that member of the Group and any Subsidiary of that member of the Group from all or any part of:
 - (A) its Borrowing Liabilities;
 - (B) its Guarantee Liabilities; and
 - (C) its Other Liabilities; and
 - (ii) any other claim of an Investor, an Intra-Group Lender or a Debtor over that member of the Group's assets or over the assets of any Subsidiary of that member of the Group,

on behalf of the relevant Creditors and Debtors;

- (c) ***release of liabilities on a share sale/Appropriation (Holding Company)***: if the asset subject to the Distressed Disposal or Appropriation consists of equity interests in the capital of any Holding Company of a member of the Group, to release:
- (i) that Holding Company and any Subsidiary of that Holding Company from all or any part of:
 - (A) its Borrowing Liabilities;
 - (B) its Guarantee Liabilities; and
 - (C) its Other Liabilities; and
 - (ii) any other claim of an Investor, an Intra-Group Lender or a Debtor over the assets of any Subsidiary of that Holding Company,
- on behalf of the relevant Creditors and Debtors;

- (d) ***facilitative disposal of liabilities on a share sale/Appropriation***: if the asset subject to the Distressed Disposal or Appropriation consists of equity interests in the capital of a member of the Group or the Holding Company of a member of the Group and the Collateral Agent decides to dispose of all or any part of:

- (i) the Liabilities; or
- (ii) the Debtors' Intra-Group Receivables,

owed by that member of the Group or Holding Company or any Subsidiary of that member of the Group or Holding Company on the basis that any transferee of those Liabilities or Debtors' Intra-Group Receivables (the "**Transferee**") will not be treated as a Secured Party for the purposes of this Agreement, to execute and deliver or enter into any agreement to dispose of all or part of those Liabilities or Debtors' Intra-Group Receivables on behalf of the relevant Creditors and Debtors provided that notwithstanding any other provision of any Primary Document the Transferee shall not be treated as a Secured Party for the purposes of this Agreement;

- (e) ***sale of liabilities on a share sale/Appropriation***: if the asset subject to the Distressed Disposal or Appropriation consists of equity interests in the capital of a member of the Group or the Holding Company of a member of the Group and the Collateral Agent decides to dispose of all or any part of:

- (i) the Liabilities; or
- (ii) the Debtors' Intra-Group Receivables,

owed by that member of the Group or Holding Company or any Subsidiary of that member of the Group or Holding Company on the basis that any transferee of those Liabilities or Debtors' Intra-Group Receivables will be treated as a Secured Party for the purposes of this Agreement, to execute and deliver or enter into any agreement to dispose of all (and not part only) of those Liabilities or Debtors' Intra-Group Receivables on behalf of the relevant Creditors and Debtors; and

- (f) ***transfer of obligations in respect of liabilities on a share sale/Appropriation***: if the asset subject to the Distressed Disposal or Appropriation consists of equity interests in the capital of a member of the Group or the Holding Company of a member of the Group (the "**Disposed**

Entity”) and the Collateral Agent decides to transfer to another member of the Group (the “**Receiving Entity**”) all or any part of the Disposed Entity’s obligations or any obligations of any Subsidiary of that Disposed Entity in respect of:

- (i) the Intra-Group Liabilities; or
- (ii) the Debtors’ Intra-Group Receivables,

to execute and deliver or enter into any agreement to:

- (A) agree to the transfer of all or part of the obligations in respect of those Intra-Group Liabilities or Debtors’ Intra-Group Receivables on behalf of the relevant Intra-Group Lenders and Debtors to which those obligations are owed and on behalf of the members of the Group which owe those obligations; and
- (B) to accept the transfer of all or part of the obligations in respect of those Intra-Group Liabilities or Debtors’ Intra-Group Receivables on behalf of the Receiving Entity or Receiving Entities to which the obligations in respect of those Intra-Group Liabilities or Debtors’ Intra-Group Receivables are to be transferred.

9. FURTHER ASSURANCE – DISPOSALS AND RELEASES

If a Distressed Disposal or Appropriation is being effected each Creditor and Debtor will:

- (a) do all things that the Collateral Agent reasonably requests in order to give effect to Clause 8 (*Distressed Disposals and Appropriations*) (which shall include, without limitation, the execution of any assignments, transfers, releases or other documents that the Collateral Agent may consider to be necessary to give effect to the releases or disposals contemplated by that Clause); or
- (b) grant a power of attorney to the Collateral Agent (on such terms as the Collateral Agent may reasonably require) to enable the Collateral Agent to take any such action in order to give effect to Clause 8 (*Distressed Disposals and Appropriations*), in the event that the Collateral Agent is not entitled to take any of the actions contemplated by that Clause.

10. NEW MONEY

Each of the Intra-Group Lenders agrees that the Secured Parties may, at their discretion, make further advances under the Primary Documents and each such advance shall be deemed to be made under the relevant Primary Document.

11. WAIVERS

11.1. The provisions of this Agreement, including the subordinations effected or intended to be effected by this Agreement and the obligations of any Investor or Intra-Group Lender under this Agreement, shall not be affected by any act, omission, matter or thing which, but for this Clause 11.1, might operate to reduce, release or prejudice the subordinations and priorities expressed to be created by this Agreement or otherwise exonerate any Investor or Intra-Group Lender from its obligations under this Agreement, including (without limitation, and whether or not known to any Party):

- (a) any time, waiver, indulgence or consent granted to, or composition with, any member of the Group or any other person;

- (b) the release of any member of the Group or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Lien over assets of, any member of the Group or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Lien;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any member of the Group or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Primary Document, a Debt Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Primary Document, a Debt Document or any other document or security;
- (g) any intermediate Payment of any of the liabilities owing to the Secured Parties in whole or in part; or
- (h) any insolvency or similar proceedings.

11.2. No failure on the part of the Collateral Agent or any other Secured Party to exercise, or delay on its part in exercising, any of its rights, powers and remedies provided by this Agreement or by law (collectively the “**Rights**”) shall operate as a waiver of them, nor shall any single or partial waiver of any of the Rights preclude any further or other exercise of that one of the Rights concerned or the exercise of any other of the Rights.

11.3. This Agreement shall apply in respect of the Obligations and the Intra-Group Liabilities, notwithstanding any intermediate payment in whole or in part of the Obligations and shall apply to the ultimate balance of the Obligations and the Intra-Group Liabilities.

12. CONTINUATION

Save with the prior written consent of the Collateral Agent (acting on the instructions of the requisite Lenders under the Credit Agreement), this Agreement shall remain in full force and effect during the period from the date of this Agreement to the Discharge Date notwithstanding the termination of any loan constituting Intra-Group Liabilities, or any of the obligations of any of the Intra-Group Lenders under any of them ceasing to be valid or enforceable for any reason whatsoever, so that the obligations of the Intra-Group Lenders under this Agreement and such loan evidencing Intra-Group Liabilities, as applicable, shall continue as if such loan evidencing Intra-Group Liabilities had not been terminated and the relevant obligations continued to be valid and fully enforceable.

13. ASSIGNMENT

The Administrative Agent and the Collateral Agent shall have full and unfettered right to assign or otherwise transfer the whole or any part of the benefit of this Agreement to any person to whom all or a corresponding part of its rights, benefits and obligations under any of the Loan Documents are assigned or transferred in accordance with their provisions.

14. CHANGES TO THE PARTIES

14.1. Assignment and transfers

No Creditor or Debtor may:

- (a) assign any of its rights; or
- (b) transfer any of its rights and obligations,

in respect of any Debt Document or the Liabilities except as permitted by this Clause 14.

14.2. New Intra-Group Lender; Change of Intra-Group Lender

- (a) If any member of the Group (a “**New Intra-Group Lender**”) makes any loan to, grants any credit to or makes any other Indebtedness available to any Loan Party, Holdings shall procure that such New Intra-Group Lender promptly and in any event within ten (10) days of making that loan, granting that credit or making that other Indebtedness available (or such later date as the Administrative Agent may agree in its reasonable discretion) (if not already a Party as an Intra-Group Lender) accedes to this Agreement as an Intra-Group Lender pursuant to Clause 14.4 (*Creditor Accession Undertaking*) provided that any New Intra-Group Lender which is not a Loan Party shall only be required to accede to this Agreement as an Intra-Group Lender if it makes any loan to, grants any credit to or makes any other Indebtedness available to one or more Loan Parties in an aggregate principal amount in excess of U.S. \$5,000,000 (or its equivalent in another currency or currencies).

- (b) Subject to Clause 3.4 (*Acquisition of Intra-Group Liabilities*), any Intra-Group Lender may:

- (i) assign any of its rights; or
- (ii) transfer any of its rights and obligations,

in respect of the Intra-Group Liabilities to another member of the Group which has (if not already a Party as an Intra-Group Lender) acceded to this Agreement as an Intra-Group Lender, pursuant to Clause 14.4 (*Creditor Accession Undertaking*).

14.3. [Reserved]

14.4. Creditor Accession Undertaking

With effect from the date of acceptance by the Collateral Agent of a Creditor Accession Undertaking duly executed and delivered to the Collateral Agent by the relevant acceding party or, if later, the date specified in that Creditor Accession Undertaking:

- (a) any Party ceasing entirely to be a Creditor, as a result of transferring all of its rights and obligations under this Agreement to another Creditor in accordance with Clause 14.2 (*New Intra-Group Lender; Change of Intra-Group Lender*) or Clause 14.3 (*Change of Investor*) (as applicable), shall be discharged from further obligations towards the Collateral Agent and other Parties under this Agreement and their respective rights against one another shall be cancelled (except in each case for those rights which arose prior to that date); and/or
- (b) as from that date, the replacement or new Creditor shall assume the same obligations and become entitled to the same rights, as if it had been an original Party in the capacity specified in the Creditor Accession Undertaking.

14.5. New Debtor

- (a) If any Loan Party:
 - (i) incurs any Intra-Group Liabilities; or
 - (ii) gives any Lien, guarantee, indemnity or other assurance against loss in respect of any of the Intra-Group Liabilities,

the Debtors will procure that the person incurring those Liabilities or giving that Lien, guarantee, indemnity or other assurance against loss accedes to this Agreement as a Debtor, in accordance with paragraph (b) below, no later than ten (10) days after the incurrence of those Liabilities or the giving of that Lien, guarantee, indemnity or other assurance against loss (or such later date as the Administrative Agent may agree in its reasonable discretion).

- (b) With effect from the date of delivery to the Collateral Agent of a Debtor Accession Undertaking duly executed by the new Debtor or, if later, the date specified in the Debtor Accession Undertaking, the new Debtor shall assume the same obligations and become entitled to the same rights as if it had been Original Debtor.

14.6. **Release**

Any member of the Group which is a Debtor and/or Intra-Group Lender shall automatically cease to be a Debtor and/or an Intra-Group Lender and shall have no further rights or obligations under this Agreement in its capacity as such upon that member of the Group ceasing to be a member of the Group subject to and in accordance with the terms of the Credit Agreement or (without, in each case, any requirement for further consent, sanction, authority, confirmation or notice from or to any other Party).

15. **MISCELLANEOUS**

- 15.1. Every provision contained in this Agreement shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected by it.
- 15.2. This Agreement may be executed in any number of counterparts and all such counterparts when executed and taken together shall constitute one and the same Agreement.
- 15.3. For the avoidance of doubt, each of the Parties agrees that this Agreement constitutes a “Loan Document” for the purposes of (and as defined in) the Credit Agreement.
- 15.4. This Agreement overrides anything to the contrary in any other Debt Document or any loan constituting Intra-Group Liabilities.

16. **AMENDMENTS AND WAIVERS**

- 16.1. Any term of this Agreement may be amended or waived only in accordance with Section 9.08 of the Credit Agreement and any such amendment or waiver will be binding on all Parties.
- 16.2. Each Investor, each Intra-Group Lender and each Debtor acknowledges and agrees that its consent is not required for any amendment or waiver permitted by this Clause 16 which is agreed to by the Borrower.

17. **GOVERNING LAW AND JURISDICTION**

- 17.1. Governing law

THIS AGREEMENT 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 AGREEMENT 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.

17.2. Jurisdiction; Consent to service of process

- (a) Each Party (other than the Administrative Agent and the Collateral Agent) irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Administrative Agent, the Collateral Agent or any Affiliate of the foregoing in any way relating to this Agreement or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the Parties irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the Parties agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent or the Collateral Agent may otherwise have to bring any action or proceeding relating to this Agreement against any Investor, any Intra-Group Lender, any Debtor or, in each case, its properties in the courts of any jurisdiction.
- (b) Each of the Parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any New York State or federal court. Each of the Parties hereby irrevocably waives, to the fullest extent permitted by law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (c) Each of the Parties irrevocably consents to service of process in the manner provided for notices in Section 9.01 of the Credit Agreement. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by law. All Intra-Group Lenders and Debtors that are organised or incorporated under the laws other than those of a state of the United States (each a “**non-U.S. Party**”) hereby consent to service of process for them being given to Lumileds LLC and appoint Lumileds LLC as their agent for such service. Further, each such non-U.S. Party waives any immunity it may have under any non-U.S. law or otherwise in relation to the jurisdiction or ruling of any aforementioned New York State or federal courts. For the purpose of article 1161 of the French Code Civil, each Investor, Intra-Group Lender and Debtor acknowledges and agrees that Lumileds LLC may act as agent of several parties in relation to this Agreement and/or as agent of such Investor, Intra-Group Lender or Debtor and, at the same time, for itself.

17.3. Waiver of jury trial

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY 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 PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS CLAUSE 17.3.

18. **SIGNING UNDER POWER OF ATTORNEY**

If any party incorporated under the laws of the Netherlands is represented by an attorney in connection with the signing and/or execution of this Agreement (including by way of accession to the Agreement) or any other agreement, deed or document referred to in or made pursuant to this Agreement, it is hereby expressly acknowledged and accepted by the other parties that the existence and extent of the attorney's authority and the effects of the attorney's exercise or purported exercise of his authority shall be governed by the laws of the Netherlands.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorised officers as of the day and year first written above.

Schedule 1

Part A Form of Debtor Accession Undertaking

To: [insert name of current Collateral Agent] as Collateral Agent

From: [insert name of acceding Debtor] (the “**Acceding Debtor**”)

This undertaking (this “**Undertaking**”) is made on [date] by the Acceding Debtor in relation to a subordination agreement (the “**Subordination Agreement**”) dated August 31, 2022 between, among others, Aurora Borealis B.V. as Holdings, Bright Bidco B.V. as Borrower, Deutsche Bank New York Branch as Administrative Agent and Deutsche Bank New York Branch as Collateral Agent.

The Acceding Debtor intends to [incur Liabilities under the following documents]/[give a Lien, guarantee, indemnity or other assurance against loss in respect of Liabilities under the following documents]:

[Insert details (date, parties and description) of relevant documents.]

the “**Relevant Documents**”.

IT IS AGREED as follows:

1. Terms defined in the Subordination Agreement shall, unless otherwise defined in this Undertaking, bear the same meaning when used in this Undertaking.
2. The Acceding Debtor confirms that it intends to be party to the Subordination Agreement as a Debtor, undertakes to perform all the obligations expressed to be assumed by a Debtor under the Subordination Agreement and agrees that it shall be bound by all the provisions of the Subordination Agreement as if it had been an original party to the Subordination Agreement.
3. [In consideration of the Acceding Debtor being accepted as an Intra-Group Lender for the purposes of the Subordination Agreement, the Acceding Debtor also confirms that it intends to be party to the Subordination Agreement as an Intra-Group Lender, and undertakes to perform all the obligations expressed in the Subordination Agreement to be assumed by an Intra-Group Lender and agrees that it shall be bound by all the provisions of the Subordination Agreement, as if it had been an original party to the Subordination Agreement].¹

[4]/[5] This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Acceding Debtor and the Collateral Agent have caused this Undertaking to be duly executed by their respective authorised officers as of the day and year first written above.

[The rest of this page has been intentionally left blank]

¹ Note: Include this paragraph in the relevant Debtor Accession Undertaking if the Acceding Debtor is also to accede as an Intra-Group Lender.

The Acceding Debtor

[insert name of Acceding Debtor]

By: _____
Name:
Title:

Accepted and agreed by the Collateral Agent

[insert name of current Collateral Agent]

By: _____
Name:
Title:

Part B
Form of Creditor Accession Undertaking

To: [insert name of current Collateral Agent] as Collateral Agent

From: [insert name of acceding Intra-Group Lender/Investor]

This undertaking (this “**Undertaking**”) is made on [date] by [insert full name of new Intra-Group Lender/Investor] (the “**Acceding [Intra-Group Lender/Investor]**”) in relation to a subordination agreement (the “**Subordination Agreement**”) dated August 31, 2022 between, among others, Aurora Borealis B.V. as Holdings, Bright Bidco B.V. as Borrower, Deutsche Bank New York Branch as Administrative Agent and Deutsche Bank New York Branch as Collateral Agent. Terms defined in the Subordination Agreement shall, unless otherwise defined in this Undertaking, bear the same meanings when used in this Undertaking.

In consideration of the Acceding [Intra-Group Lender/Investor] being accepted as an [Intra-Group Lender/Investor] for the purposes of the Subordination Agreement, the Acceding [Intra-Group Lender/Investor] confirms that, as from [date], it intends to be party to the Subordination Agreement as an [Intra-Group Lender/Investor] and undertakes to perform all the obligations expressed in the Subordination Agreement to be assumed by an [Intra-Group Lender/Investor] and agrees that it shall be bound by all the provisions of the Subordination Agreement, as if it had been an original party to the Subordination Agreement.

This Undertaking and any non-contractual obligations arising out of or in connection with it are governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Acceding [Intra-Group Lender/Investor] and the Collateral Agent have caused this Undertaking to be duly executed by their respective authorised officers as of the day and year first written above.

[The rest of this page has been intentionally left blank]

The Acceding [Intra-Group Lender/Investor]

[insert name of Acceding Intra-Group Lender/Investor]

By: _____

Name:

Title:

Accepted and agreed by the Collateral Agent

[insert name of current Collateral Agent]

By: _____

Name:

Title:

SIGNATURES

AURORA BOREALIS B.V.,

as Holdings, as an Original Intra-Group Lender and as an Original Debtor

By: _____
Name:
Title:

By: _____
Name:
Title:

BRIGHT BIDCO B.V.,
as Borrower, as an Original Intra-Group Lender and as an Original Debtor

By: _____
Name:
Title:

By: _____
Name:
Title:

LUMILEDS SUBHOLDING B.V.,
as an Original Intra-Group Lender and as an Original Debtor

By: _____
Name:
Title:

LUMILEDS HOLDING B.V.,
as an Original Intra-Group Lender and as an Original Debtor

By: _____
Name:
Title:

LUMILEDS NETHERLANDS B.V.,
as an Original Intra-Group Lender and as an Original Debtor

By: _____
Name:
Title:

LUMILEDS INTERNATIONAL B.V.,
as an Original Intra-Group Lender and as an Original Debtor

By: _____
Name:
Title:

LUMILEDS LLC,
as an Original Intra-Group Lender and as an Original Debtor

By: _____
Name:
Title:

LUMILEDS USA (HOLDING) CORP.,
as an Original Intra-Group Lender and as an Original Debtor

By: _____
Name:
Title:

LUMILEDS GERMANY GMBH,
as an Original Intra-Group Lender and as an Original Debtor

By: _____
Name:
Title:

By: _____
Name:
Title:

LUMILEDS POLAND S.A.,
as an Original Intra-Group Lender and as an Original Debtor

By: _____
Name:
Title:

LUMILEDS HONG KONG CO. LIMITED,
as an Original Intra-Group Lender and as an Original Debtor

By: _____
Name:
Title:

LUMILEDS KOREA LTD.,
as an Original Intra-Group Lender and as an Original Debtor

By: _____
Name:
Title:

LUMILEDS SINGAPORE PTE. LTD.,
as an Original Intra-Group Lender and as an Original Debtor

By: _____
Name:
Title:

Witnessed by: _____

Witness name:

Witness address:

LUMILEDS MALAYSIA SDN. BHD.,
as an Original Intra-Group Lender

By: _____
Name:
Title:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent and as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

105681244.4

Schedule 1.01(A)
Certain Excluded Equity Interests

None.

Schedule 1.01(B)
[Reserved]

Schedule 1.01(C)
[Reserved]

Schedule 1.01(D)
[Reserved]

Schedule 1.01(E)
Closing Date Mortgaged Properties

Mortgagor	Location of Property
Lumileds Poland S.A.	66/72 Partyzancka Street, 95-200 Pabianice, LD1P/00043621/9, Poland

Schedule 1.01(F)
[Reserved]

Schedule 1.01(G)
Certain Collateral Agreements ¹

Dutch Collateral Documents

1. Deed of pledge over the shares in the capital of the Borrower, between Holdings as pledgor, the Borrower as company and the Collateral Agent as pledgee;
2. Deed of pledge of shares in the capital of Lumileds Holding B.V., between Lumileds Subholding B.V. as pledgor, Lumileds Holding B.V. as company and the Collateral Agent as pledgee;
3. Deed of pledge of shares in the capital of Lumileds Netherlands B.V., between Lumileds Holding B.V. as pledgor, Lumileds Netherlands B.V. as company and the Collateral Agent as pledgee;
4. Deed of pledge of shares in the capital of Lumileds International B.V., between Lumileds Holding B.V. as pledgor, Lumileds International B.V. as company and the Collateral Agent as pledgee;
5. Deed of pledge of shares in the capital of Lumileds Subholding B.V., between the Borrower as pledgor, Lumileds Subholding B.V. as company and the Collateral Agent as pledgee; and
6. Deed of (undisclosed) pledge of receivables, IP rights and moveable assets between the Borrower, Lumileds Holding B.V., Lumileds Netherlands B.V., Lumileds International B.V., Lumileds Subholding B.V. and Holdings as pledgors and the Collateral Agent as pledgee;

¹ NTD: Subject to local counsel review.

French Collateral Agreements

Statement of Pledge over the shares in Lumileds Commercial France by Lumileds Holding B.V.

German Collateral Agreements

1. Amendment agreement between Lumileds Holding B.V. as pledgor, the Collateral Agent as pledgee and Lumileds Germany GmbH as pledged company to the share pledge agreement dated 30 June 2017 (notarized by notary public Dr. Tobias Kilian with offices in Frankfurt am Main, Germany, no.63/2017) over the shares of Lumileds Germany GmbH between Lumileds Holding B.V. as pledgor, the Collateral Agent as pledgee and Lumileds Germany GmbH as pledged company;
2. Amendment agreement between Lumileds Germany GmbH as assignor and the Collateral Agent as collateral agent to the global assignment agreement originally dated 30 June 2017 relating to receivables between Lumileds Germany GmbH as assignor and the Collateral Agent as collateral agent; and
3. Amendment agreement between Lumileds Germany GmbH as transferor and the Collateral Agent as collateral agent to the security transfer agreement originally dated 30 June 2017 between Lumileds Germany GmbH as transferor and the Collateral Agent as collateral agent.

Hong Kong Collateral Agreements

1. Share mortgage over the shares in Lumileds Hong Kong Co. Limited between Lumileds Holding B.V. as mortgagor and the Collateral Agent as collateral agent; and
2. Security agreement between Lumileds Hong Kong Co. Limited as chargor and the Collateral Agent as collateral agent.

Korean Collateral Agreements

1. Share kun-pledge agreement over the shares in Lumileds Korea Ltd. between Lumileds Holding B.V. as pledgor and the Collateral Agent as pledgee; and
2. Assignment agreement (*Yangdo-dambo*) for security over equipment between Lumileds Korea Ltd. as transferor and the Collateral Agent as transferee.

Polish Collateral Agreements

1. Agreement for the registered pledge and the financial pledge over the shares in Lumileds Poland S.A., between Lumileds Holding B.V. as pledgor and the Collateral Agent as pledgee; and
2. Agreement for the registered pledge over collection of movables and rights, between Lumileds Poland S.A. as pledgor and the Collateral Agent as pledgee.

Singapore Collateral Agreements

1. Share charge over the shares in Lumileds Singapore Pte. Ltd. between Lumileds Holding B.V. as chargor and the Collateral Agent as chargee; and
2. Debenture between Lumileds Singapore Pte. Ltd. as chargor and the Collateral Agent as collateral agent.

Schedule 1.10
Agreed Guaranty and Security Principles

With regard to any proposed Guaranty or Collateral to be provided by Holdings or any other Loan Party incorporated or organized in a jurisdiction outside the United States of America, any State thereof or the District of Columbia (each a “**Foreign Subsidiary Loan Party**” and, together with Holdings, each a “**Foreign Loan Party**”) in respect of Obligations, the following principles shall apply.

1. Limitations

- (a) no such Guaranty and no such Collateral will be required to be given to the extent not required by the Collateral and Guaranty Requirement;
- (b) no such Guaranty and no such Collateral will be required to be given by any Excluded Subsidiary unless the Borrower has designated such Excluded Subsidiary as a Subsidiary Loan Party pursuant to clause (b) of the definition thereof;
- (c) no such Collateral will be required to be given by any Foreign Subsidiary Loan Party not incorporated or organized in a Security Jurisdiction except to the extent expressly required by this Agreement;
- (d) all such Guarantees and Collateral shall be limited to the extent required by any applicable general mandatory statutory limitations, employee consultation or approval requirements, fraudulent preference, “thin capitalization” rules, exchange control restrictions, applicable maintenance of capital, corporate benefit, financial assistance and similar laws, rules and regulations and customary guaranty limitation language in the relevant jurisdiction;
- (e) no Foreign Subsidiary Loan Party will be required to give any such Guaranty or any such Collateral in circumstances where, and to the extent that, such actions would conflict with the mandatory fiduciary duties or statutory duties of such Foreign Subsidiary Loan Party’s or its affiliates’ directors, officers, members or managers or contravene any legal or regulatory prohibition or result in a material risk of personal or criminal liability on the part of any officer or director or member or manager of such Foreign Subsidiary Loan Party;
- (f) no security documents governed by, or perfection actions under, the law of a jurisdiction other than a Security Jurisdiction shall be required (except as expressly provided by this Agreement);
- (g) the maximum guaranteed and/or secured amount may be limited to minimize stamp duty, notarisation, registration or other applicable fees, taxes and duties where the Borrower and the Collateral Agent reasonably agree that the cost of increasing the guaranteed and/or secured amount is excessive in relation to the value afforded thereby, including the likely value of the asset in an enforcement process, taking into account the level of such taxes and duties;
- (h) no amendments will be required to be made to the organizational documents of any Loan Party whose Equity Interests are included in the Collateral if an increase in the qualities, strength, priority or enforcement of such Collateral can be accomplished through resolutions of the applicable board, member or Equity Interest holder;
- (i) Liens over any Intellectual Property constituting Collateral will not be required to be registered;

- (j) where required as a matter of law for the perfection of security over Equity Interests, any share certificate (or other documents evidencing title to the relevant Equity Interests) and a stock transfer form executed in blank (or local law equivalent) will be delivered to the Collateral Agent and where required by law the share certificate or shareholders' register will be endorsed or written up and the endorsed share certificate or a copy of the written up register provided to the Collateral Agent;
- (k) if in a jurisdiction Collateral over an asset or a class of assets can be taken by way of an undisclosed document and by way of a disclosed document, Collateral shall be taken by way of an undisclosed document if a disclosed document does not result in a material increase (relative to an undisclosed document) in the scope of, or the qualities, strength, priority or enforcement of Liens over, such Collateral, as advised by the advisers to the Collateral Agent and the advisers to the Borrower in the reasonable determination of the Collateral Agent and the Borrower;
- (l) if in a jurisdiction Collateral over an asset or a class of assets can be taken by way of a registered document or by way of an unregistered document, Collateral shall be taken by way of an unregistered document if a registered document does not result in a material increase (relative to an unregistered document) in the scope of, or the qualities, strength, priority or enforcement of Liens over, such Collateral, as advised by the advisers to the Collateral Agent and the advisers to the Borrower in the reasonable determination of the Collateral Agent and the Borrower;
- (m) any security document will only be required to be notarized if required by law in order to grant valid and enforceable security (including, without limitation, for the relevant Lien to become enforceable or admissible in evidence); and
- (n) to the extent reasonably available to Holdings and its Subsidiaries and necessary to comply with the provisions of Section 5.10, Holdings and its Subsidiaries shall use commercially reasonable efforts to remedy or mitigate any such restrictions referred to in clauses (c) and (d) above, including, without limitation, assisting in demonstrating that adequate corporate benefit accrues and undertaking any "whitewash" or similar procedures in the case of financial assistance.

2. Asset Classes

- (a) Subject to the exclusions in paragraphs (b), (c) and (d) below and the other limitations set forth herein, the Collateral granted by the Foreign Loan Parties shall include:
 - (i) all the Equity Interests in, and intercompany receivables owed by, any Subsidiary of Holdings directly held by such Foreign Loan Party;
 - (ii) all other Equity Interests directly held by such Foreign Loan Party (provided that no such pledges shall be required to be provided under the laws of a jurisdiction that is not a Security Jurisdiction except as expressly required by this Agreement); and
 - (iii) substantially all other categories of material owned tangible and intangible assets in the Security Jurisdictions of the Foreign Loan Party granting such security, namely:
 - (a) bank accounts , fixed assets, intellectual property, contracts, receivables and real property and
 - (b) other categories of assets to the extent security can be taken therein without entering into documents or complying with legal formalities beyond the documents and formalities

which would otherwise be required in connection with the security to be granted under the foregoing clause (iii)(a).

- (b) With respect to any proposed Collateral to be provided by any Foreign Subsidiary Loan Party in respect of Obligations, such Collateral will not include any of the following (collectively, the “**Excluded Foreign Collateral**”):
- (i) any Real Property other than Material Real Property;
 - (ii) motor vehicles and other assets subject to certificates of title and letter of credit rights (in each case, other than to the extent a Lien on such assets or such rights can be perfected by a filing in the applicable jurisdiction, which filing is otherwise required to be filed for the benefit of the Secured Parties under the terms of the applicable Security Documents) and commercial tort claims;
 - (iii) pledges and security interests:
 - (A) prohibited by applicable law, rule, regulation or contractual obligation (with respect to any such contractual obligation, only to the extent such prohibition or restriction is permitted under Section 6.09(c) of this Agreement, is entered into with a Person other than Holdings or a Subsidiary of Holdings and such prohibition or restriction is binding on such assets (1) on the Closing Date or (2) on the date of the acquisition thereof and not entered into in contemplation thereof (other than in connection with the incurrence of Indebtedness of the type contemplated by Section 6.01(i)) of this Agreement) (in each case, except to the extent such restriction or prohibition is unenforceable after giving effect to any applicable anti-assignment or other provisions of applicable law) or
 - (B) which require governmental (including regulatory) consent, approval, license or authorization to be pledged (unless such consent, approval, license or authorization has been received);
 - (iv) [reserved];
 - (v) any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than the Borrower or any Guarantor) (in each case, after giving effect to any applicable anti-assignment or other provisions of applicable law);
 - (vi) [reserved];
 - (vii) any governmental licenses or state or local licenses, franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby (in each case, after giving effect to any applicable anti-assignment or other provisions of applicable law);
 - (viii) other customary exclusions under applicable local law or in applicable local jurisdictions set forth in any applicable Security Documents, as advised by the advisers to the Collateral

Agent and the advisers to the Borrower in the reasonable determination of the Collateral Agent and the Borrower;

- (ix) Securitization Assets sold to any Special Purpose Securitization Subsidiary or otherwise pledged, factored, transferred or sold in connection with any Permitted Securitization Financing, and any other assets subject to Liens securing Permitted Securitization Financings;
- (x) any Third Party Funds;
- (xi) any equipment or other asset that is subject to a Lien permitted by any of clauses (c), (i), (j), (aa), (mm) or (oo) of Section 6.02 of this Agreement or is otherwise subject to a purchase money debt or a Capitalized Lease Obligation, in each case, as permitted by Section 6.01 of this Agreement, if the contract or other agreement providing for such debt or Capitalized Lease Obligation prohibits or requires the consent of any person (other than the Borrower or any Guarantor) as a condition to the creation of any other security interest on such equipment or asset and, in each case, such prohibition or requirement is permitted under this Agreement (after giving effect to any applicable anti-assignment or other provisions of applicable law);
- (xii) [reserved];
- (xiii) Excluded Securities;
- (xiv) Excluded Accounts (as defined below); and
- (xv) any other exceptions mutually agreed upon between the Borrower and the Collateral Agent, acting at the direction of the Required Lenders,

provided that, (x) for the avoidance of doubt, a Foreign Loan Party may in its sole discretion elect to exclude any property from this definition of “Excluded Foreign Collateral” and (y) in no event shall this definition of “Excluded Foreign Collateral” apply to (i) the Equity Interests in the Original Borrower, the Company or any other Loan Party or (ii) any intercompany receivables held by Holdings or any other Loan Party.

“Excluded Accounts” shall mean (a) any deposit account, securities account, commodities account or other account of any Loan Party (and all cash, permitted Investments and other securities or investments held therein) used exclusively for all or any of the following purposes: payroll, employee benefits, taxes, third party escrow, customs, trust and other fiduciary purposes; (b) accounts used solely for the purposes of compliance with legal requirements, to the extent such legal requirements prohibit the granting of a Lien thereon; and (c) accounts the balance of which is swept at the end of each Business Day into a Controlled Account subject to a deposit account control agreement, so long as such daily sweep is not terminated or modified (other than to provide that the balance in such deposit account control agreement is swept into another Controlled Account subject to a deposit account control agreement) without the consent of the Administrative Agent.

- (c) [Reserved].
- (d) Notwithstanding anything herein to the contrary:

- (A) the Collateral Agent, acting at the direction of the Required Lenders, may grant extensions of time or waiver of requirement for the creation or perfection of security interests in or the obtaining of insurance (including title insurance) or surveys with respect to particular assets (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Foreign Loan Parties on such date) where it reasonably determines, in consultation with the Borrower, that perfection or obtaining of such items cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the other Loan Documents;
- (B) no control agreement or control, lockbox or similar arrangement shall be required with respect to any deposit accounts, securities accounts or commodities accounts;
- (C) no landlord, mortgagee or bailee waivers shall be required;
- (D) [reserved];
- (E) to the extent that the Collateral Agent and the Borrower reasonably agree that a valid and enforceable security interest having the requisite priority can be taken on substantially all of the intended Collateral in any Security Jurisdiction on a generic basis without listing any individual assets, no specific listing of such Collateral shall be required. Without limiting the generality of the foregoing, the Foreign Security Documents shall not include or require a listing of any assets (such as receivables, insurance, intellectual property or contracts) unless the absence of such listing would render the security interest therein invalid, unenforceable or would otherwise result in the inability to perfect the security interest created thereunder;
- (F) to the extent any Mortgaged Property is located in a jurisdiction with mortgage recording or similar tax and such tax is calculated on the basis of the amount secured by the Security Document with respect to such Mortgaged Property, the amount secured by the Security Document with respect to such Mortgaged Property shall be limited to the fair market value of such Mortgaged Property as determined in good faith by the Borrower (subject to any applicable laws in the relevant jurisdiction or such lesser amount agreed to by the Collateral Agent); and
- (G) no periodic filing shall be required to be made and no notice shall be required to be sent to insurers, account debtors or other contractual third parties prior to an Event of Default.

3. General

- (a) Subject to (or to the extent permitted by) applicable law, the terms of the Security Documents shall secure the Obligations as such Obligations (and/or this Agreement or other Loan Documents) may be amended, amended and restated, supplemented, replaced, renewed, restructured, extended, refunded, refinanced or otherwise modified from time to time (including, without limitation, where such transactions result in any increases or decreases of the principal amount of the Obligations, any extensions of maturity, any changes in interest rates or other economic terms, or any changes in the Secured Parties, lenders or lenders' agents) so as to minimize the need for any additional security documents, amendments, reaffirmations or other actions with respect to such Security Documents in connection with the foregoing.

- (b) Subject to the limitations set forth herein, the obligations to be Guaranteed and secured with the Collateral are the Obligations and, to the extent applicable, Other First Lien Debt.
- (c) To the extent possible, all Collateral shall be given in favor of the Collateral Agent for the benefit of the Secured Parties and not the Lenders individually. “Parallel debt” provisions will be used where necessary.
- (d) The following principles will be reflected in the terms of any security document entered into by a Foreign Loan Party (a “**Foreign Security Document**”):
 - (i) where appropriate, defined terms in the Foreign Security Documents should mirror those in this Agreement or be defined by reference to it;
 - (ii) subject to Permitted Liens, the Collateral will be first ranking to the extent possible;
 - (iii) the terms of the Security Documents will reflect the limitations set forth herein;
 - (iv) the Collateral will not be enforceable until the occurrence of an Event of Default that is continuing (provided that French law and Polish law Security Documents will be enforceable only if all or a part of the Obligations secured by such Foreign Security Documents is then due and payable and remains unpaid);
 - (v) any rights of set-off will not be exercisable until the occurrence of an Event of Default that is continuing;
 - (vi) the provisions of all Foreign Security Documents should operate only so as to create and preserve effective security rather than impose new commercial undertakings; accordingly (a) they shall not include any expenses, costs or indemnity provisions in favour of the Collateral Agent which provide for payment of expenses and costs or indemnities beyond what is contemplated by this Agreement; and (b) they shall not include any additional representations or warranties or conditions or covenants which are credit protections or which seek to preserve the value of assets (including, without limitation, in respect of insurance, information or reporting), in each case unless the same are required for the creation, enforcement or preservation of the security or this Agreement contains an equivalent representation or undertaking (and such additional representation or undertaking is no more onerous than any such equivalent representation or undertaking); and (c) nothing in the Security Documents shall (or shall be construed to) prohibit any transaction, matter or other step (or a chargor taking or entering the same or dealing in any manner whatsoever in relation to any asset (including all rights, claims, benefits, proceeds and documentation, and contractual counterparties in relation thereto)) which is the subject of (or expressed to be the subject of) the Security Documents if not prohibited by the terms of this Agreement;
 - (vii) the security will, where possible and practicable, automatically create security interest over future assets of the same type as those already secured. Where local law requires supplemental pledges to be delivered in respect of future acquired assets in order for effective Liens to be created over that asset or class of asset, such supplemental pledges will be required at intervals no more frequent than quarterly (unless required more frequently under local law) or at any time requested by the Collateral Agent after an Event of Default;

- (viii) each Foreign Loan Party shall be permitted to make use of Collateral in any manner that is not prohibited by this Agreement including, in relation to any pledged shares, (A) to exercise voting rights in respect of such shares, *provided that*, any exercise of voting rights does not prejudice the validity or enforceability of the share security under the relevant Foreign Security Document or cause an Event of Default; and (B) to retain all dividends and distributions (if made in compliance with the terms of the Loan Documents) from such shares, in each case, until the occurrence of an Event of Default that is continuing;
- (ix) the circumstances in which the Guarantees of the Obligations or the Collateral shall be released should be the same as those set forth in Section 9.18 of this Agreement or the Intercreditor Agreement, as applicable, and any such release shall be automatic, without prejudice of any actions that may be necessary under local law to effect such release; and
- (x) in respect of any Foreign Security Document governed by the laws of a jurisdiction which recognises the concept of “all-asset floating security”, such “all-asset floating security” will be granted pursuant to such Foreign Security Document.

4. Conflicts

Each Foreign Security Document should contain a clause which records that if there is a conflict between the Foreign Security Document and this Agreement or with the Intercreditor Agreement then (to the extent permitted by law) the provisions of this Agreement or (as applicable) the Intercreditor Agreement will take priority over the provisions of the Security Document.

**Schedule 2.01
Commitments**

Lender Name	DIP Commitment	DDTL Commitment	Percentage
Deutsche Bank AG New York Branch	\$175,000,000	\$100,000,000	100
Total	\$175,000,000	\$100,000,000	100

**Schedule 3.01
Organization and Good Standing**

None.

**Schedule 3.04
Governmental Approvals**

None.

**Schedule 3.05
Financial Statements**

None.

Schedule 3.07(c)
Notices of Condemnation

None.

Schedule 3.08(a)
Subsidiaries

Legal Entity Name	Country	Ownership (%)
Lumileds Illuminacao Brasil Ltda.	Brazil	100
Lumileds Commercial Canada Inc.	Canada	100
Lumileds Technology (Hubei) Co., Ltd.	China	100
Lumileds (Shanghai) Management Co., Ltd.	China	100
Lumileds (Shanghai) Technology Co. Ltd.	China	100
Lumileds (Jiaxing) Technology Co., Ltd.	China	100
Lumileds Commercial France	France	100
Lumileds Germany GmbH	Germany	100
Lumileds Aachen GmbH	Germany	100
Lumileds Hong Kong Co. Limited	Hong Kong	100
Lumileds India Private Limited	India	100
Lumileds Italy S.r.l.	Italy	100
Lumileds Japan GK	Japan	100
Lumileds Korea Ltd.	Korea	100
Lumileds Malaysia Sdn. Bhd.	Malaysia	100
Altilon de Mexico, S.A. de C.V.	Mexico	100
Lumileds Subholding B.V.	Netherlands	100
Lumileds Capital B.V.	Netherlands	100
Lumileds Holding B.V.	Netherlands	100
Lumileds Netherlands B.V.	Netherlands	100
Lumileds International B.V.	Netherlands	100
Lumileds Poland S.A.	Poland	100
Lumileds Eurasia LLC	Russia	100
Lumileds Singapore Pte. Ltd.	Singapore	100
Lumileds Yishun Pte. Ltd.	Singapore	100
Lumileds Luxeon de Iberia S.L.	Spain	100
Lumileds Sweden AB	Sweden	100
Lumileds Taiwan Co. Ltd.	Taiwan	100
Lumileds (Thailand) Co., Ltd.	Thailand	100
Lumileds USA (Holding) Corp.	United States	100
Lumileds LLC	United States	100
Lumileds Delaware LLC	United States	100

Schedule 3.08(b)
Subscriptions

None.

**Schedule 3.09
Litigation**

None.

Schedule 3.13
Taxes

None.

**Schedule 3.16
Environmental Matters**

None.

**Schedule 3.21
Insurance**

Policy Type	Effective Period	Policy Number	Carrier
Aviation Products and Grounding Liability Insurance	July 1, 2022 – June 30, 2023	AVXCH2200049	Aon Belgium BV (UK branch)
Commercial Automobile Insurance	July 1, 2022 – June 30, 2023	810-1N628689-21-I3-G	Travelers Property Casualty Company of America
Global Liability Insurance	July 1, 2022 – July 1, 2023	V0100108088	HDI Global SE, the Netherlands
Directors and Officers Liability Insurance	July 1, 2022 – July 1, 2023	V0900035046	XL Insurance Company SE
Directors and Officers Liability Insurance 1 st Excess	July 1, 2022 – July 1, 2023	V0900035047	Allianz Global Corporate and Specialty SE
Directors and Officers Liability Insurance 2 nd Excess	July 1, 2022 – July 1, 2023	V0900110265	AIG Europe S.A., Netherlands Branch
Directors and Officers Liability Insurance 3 rd Excess	July 1, 2022 – July 1, 2023	V0900128489	Liberty Mutual Insurance Europe SE
Directors and Officers Liability Insurance 4 th Excess	July 1, 2022 – July 1, 2023	V0900128490	Zurich Insurance PLC, Netherlands Branch
Directors and Officers Liability Insurance 5 th Excess	July 1, 2022 – July 1, 2023	V0900110265	Lloyds UK
Employment Practices Liability Insurance	July 1, 2022 – July 1, 2023	V0900107651	Zurich Insurance PLC, Netherlands Branch
Employment Practices Liability Insurance Policy	July 1, 2022 – June 30, 2023	EPL0089419-06	Zurich American Insurance Company
Environmental Protect Binder	July 1, 2022 – July 30, 2025	NLENVA03383	Chubb European Group SE
Executive and Corporate Securities Liability Insurance		US00079704DO20A	AXA XL
Global Liability Insurance - Second Excess Policy		V0100108878	57,15% Chubb and 42,85% Liberty Mutual Insurance Europe SE

International Material Damage and Business Interruption Insurance (Excess Layer)	July 1, 2022 – July 1, 2023	B0100111866	AIG Europe S.A. Netherlands (35.5%); Zurich Insurance plc, Netherlands bijkantoor (16%); Allianz Global Corporate & Specialty SE (15%); Chubb European Group SE (11%); HDI Global SE, the Netherlands (10%); XL Insurance Company SE (7.5%); Starr Europe Insurance Limited, The Netherlands (7%)
International Material Damage and Business Interruption Insurance (Primary Layer)	July 1, 2022 – July 1, 2023	7535263	AIG Europe S.A. Netherlands (lead insurer).
Marine Cargo Extended All Risks Insurance	July 1, 2022 – July 1, 2023	T0100107945	AIG Europe S.A., Netherlands Branch
Marine Cargo Policy	July 1, 2022 – July 1, 2023	45777940	AIG Global Marine
Storage Tank Liability Insurance Policy	September 19, 2021-September 19, 2022	G28353649 003	ACE American Insurance Company
Workers Compensation and Employers Liability Insurance		UB-5J587904-21-I3-G	Travelers Property Casualty Company of America

**Schedule 3.23
Intellectual Property**

None.

Schedule 5.12
Post-Closing Items

1. To the extent not executed and delivered on the Closing Date despite the use of commercially reasonable efforts by the Loan Parties, Borrower or its Subsidiaries shall cause the Dutch Collateral Documents, the French Collateral Documents, the German Collateral Agreements, the Polish Collateral Agreements, the Hong Kong Collateral Agreements, the Singapore Collateral Agreements, the Korean Collateral Agreements, and each other agreement, document or action whereby a Loan Party grants security over its assets in favor of the Collateral Agent (for the benefit of the Secured Parties) in a non-U.S. Security Jurisdiction (and any related deliverables), to be executed and delivered within 20 days after the Closing Date (or such later date as the Administrative Agent (acting at the direction of the Required Lenders) and the Borrower may reasonably agree).
2. Lumileds Poland S.A. shall use commercially reasonable efforts to deliver shareholder resolutions to the Administrative Agent within 30 days after the Closing Date (or such later date as the Administrative Agent (acting at the direction of the Required Lenders) and the Borrower may reasonably agree).
3. The Borrower or its Subsidiaries shall use commercially reasonable efforts to deliver Schedule III to the U.S. Collateral Agreement to the Administrative Agent within 10 days after the Closing Date (or such later date as the Administrative Agent (acting at the direction of the Required Lenders) and the Borrower may reasonably agree).

Schedule 6.01
Indebtedness

1. Any Indebtedness secured by Liens set forth on Schedule 6.02.
2. ²Facility Letter, dated as of September 6, 2021, between Lumileds Singapore Pte. Ltd. and United Overseas Bank Limited and Hire Purchase Facility (Singapore): Facility Letter, dated as of September 8, 2021, between Lumileds Singapore Pte. Ltd. and United Overseas Bank Limited.
3. China Merchant Bank – Lumileds (Shanghai) Management Co., Ltd. Facility.
4. Sale and Leaseback Agreement (Plot No. 401), dated as of February 12, 2019, by and between Pacific Trustees Berhad and Atrium Real Estate Investment Trust, as trustees, and Lumileds Malaysia Sdn Bhd.
5. Sale and Leaseback Agreement (Plot No. 203), dated as of November 11, 2019, by and between Pacific Trustees Berhad and Atrium Real Estate Investment Trust, as trustees, and Lumileds Malaysia Sdn Bhd.
6. Hire Purchase Facility, dated as of September 30, 2019, by and between Sumitomo Mitsui Finance and Leasing Group and Lumileds Malaysia Sdn Bhd.
7. Hire Purchase Facility, dated as of September 18, 2019, by and between Sumitomo Mitsui Finance and Leasing Group and Lumileds Singapore Pte. Ltd.

² NTD: permitted under securitization provisions

Schedule 6.02(a)
Liens

Entity	Secured Party	File Date	File #	Collateral Secured
LUMILEDS LLC	CROWN CREDIT COMPANY	4/13/2015	20151567741 20201920588	Lessee's right, title and interest in all equipment leased pursuant to any Master Lease agreement
LUMILEDS LLC	CITIBANK EUROPE PLC	5/31/2016	20163248695 20212741800	All right, title and interest of Lumileds LLC in and to all accounts receivable owing from Valeo Inc.
LUMILEDS LLC	ELECTRO RENT CORPORATION	5/22/2019	20193531519 20194004573	Specified Digital Source Meters
LUMILEDS LLC	ELECTRO RENT CORPORATION	9/25/2019	20196670488	Specified Digital Source Meter
LUMILEDS LLC	ENGS COMMERCIAL FINANCE CO.	10/24/2019	20197441160	Digital Microscope and related equipment and licenses
LUMILEDS LLC	ELECTRO RENT CORPORATION	11/7/2019	20197856532	Specified Digital Source Meter
LUMILEDS LLC	CREDIT AGRICOLE LEASING & FACTORING	3/4/2022	20221880012	All right, title and interest of Debtor in all assigned receivables and related rights under the International Factoring Agreement dated February 16, 2022

**Schedule 6.04
Investments**

None.

Schedule 6.07
Transactions with Affiliates

1. Management Consulting Agreement between Apollo Management VIII, L.P. (“Apollo”) and Bright Bidco B.V. (“Bright”), dated June 30, 2017, which outlines the terms under which Apollo will render certain management consulting and advisory services to Bright.
2. Management Consulting Agreement between Koninklijke Philips N.V. (“Philips”) and Bright Bidco B.V. (“Bright”), dated June 30, 2017, which outlines the terms under which Philips will render certain management consulting and advisory services to Bright.
3. Transaction Fee Agreement between Apollo Global Securities LLC (“Apollo”) and Bright Bidco B.V. (“Bright”), dated June 30, 2017, which outlines the terms under which Apollo is compensated for providing transaction preparation services to Bright.
4. License Agreement for Third Party Royalties between Koninklijke Philips N.V. (“Philips”) and Lumileds Holding B.V. (“Lumileds”), dated November 1, 2016, which outlines the terms and conditions of royalty payments made by Lumileds to Philips with respect to licensing-out and licensing-in agreements.
5. Marketing Services Agreement, between Philips International B.V. (“Philips”) and Lumileds Holding B.V. (“Licensee”), dated June 30, 2017, which outlines the terms and conditions under which Philips provides Licensee with certain services as a complement to the right granted to Licensee, under a trademark license agreement, to manufacture and sell Philips branded products.
6. Lease Agreement between Philips (Jiaxing) Health Technology Health Technology Co., Ltd. (“Lessor”) and Lumileds (Shanghai) Management Co., Ltd. (“Lessee”), dated May 3, 2017, which outlines the terms and conditions under which Lessor leased to Lessee certain property located in Zhejiang Province.
7. Intellectual Property Transfer and License Agreement, between Koninklijke Philips N.V., Lumileds Holding B.V. and Lumileds LLC, dated June 30, 2017 which relates to the transfer and license of certain patents, trademarks, domain names, design rights, copyrights, know-how and software
8. Tax receivable agreement, between Koninklijke Philips N.V., Lumileds Holding B.V. and Lumileds Germany GmbH.

**Schedule 9.01
Notice Information**

<u>Party</u>	<u>Notice Address</u>
Any Loan Party	<p>Bright Bidco B.V. c/o Evert van de Beekstraat 1, The Base, Tower B5 unit 107, 1118CL Schiphol, the Netherlands Attention: Maarten Rust Telephone: +31 65 110 1827 Email Address: maarten.rust@lumileds.com</p> <p><u>with copy to:</u></p> <p>Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019 Attention: Gregory Ezring Telephone: +1 212 373 3458 Facsimile: +1 212 492 0458 Email Address: gezring@paulweiss.com</p>
Administrative Agent	<p>Deutsche Bank AG New York Branch One Columbus Circle, 9th Floor New York, NY 10019 Attention: Rohan Naik Telephone: +1 212 250-7394 Email Address: rohan.naik@db.com</p>