UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: Lumileds Holding B.V., *et al.*, Debtors.[1]	Chapter 11 Case No. 22-11155 (LGB) (Jointly Administered) **Related Docket No. 24**

NOTICE OF FILING OF PLAN SUPPLEMENT FOR THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF LUMILEDS HOLDING B.V. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE that, as contemplated by the *Joint Prepackaged Plan of Reorganization of Lumileds Holding B.V. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the "***Plan***"), the above-captioned debtors and debtors-in-possession (collectively, the "***Debtors***") have filed the below listed documents comprising the plan supplement (this "***Plan Supplement***") with the United States Bankruptcy Court for the Southern District of New York (this "***Court***"). Capitalized terms used but not defined herein have the meanings set forth in the Plan.

PLEASE TAKE FURTHER NOTICE that this Plan Supplement includes the following exhibits (in each case, as may be amended, modified, or supplemented from time to time), which are included in this Plan Supplement and can be viewed **(i) free of charge by visiting the Debtors' restructuring website at: https://dm.epiq11.com/Lumileds or (ii) for a fee via PACER at http://www.deb.uscourts.gov.**

EXHIBIT	DOCUMENT
A	Exit First Lien Term Loan Credit Agreement
B	Exit Revolving/Factoring Debt Documents
C	Transaction Steps Plan
D	Amended/New Organizational Documents
E	Members of the New Board
F	Rejected Executory Contract/Unexpired Lease List

[1] The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Lumileds Holding B.V. (Netherlands ID 4334), Aegletes B.V. (Netherlands ID 3591), Aurora Borealis B.V. (Netherlands ID 7602), Bright Bidco B.V. (Netherlands ID 6089), Lumileds Subholding B.V. (Netherlands ID 2394), Lumileds International B.V. (Netherlands ID 0244), Lumileds Netherlands B.V. (Netherlands ID 1724), Lumileds USA (Holding) Corp. (9936), Lumileds LLC (6012), and Luminescence Coöperatief U.A. (Netherlands ID 2661). The Debtors' mailing address is 370 W. Trimble Road, San Jose, California 95131.

EXHIBIT	DOCUMENT
G	Schedule of Retained Causes of Action

PLEASE TAKE FURTHER NOTICE that the Debtors are contemporaneously filing the New Common Equity Documents as Exhibit A to the *Notice of (I) Filing of Plan Supplement Document (New Common Equity Documents) and (II) Supplemental Disclosure for the Joint Prepackaged Plan of Reorganization of Lumileds Holding B.V. and Its Affiliates Debtors Under Chapter 11 of the Bankruptcy Code* (together with the documents attached hereto as **Exhibits A** through **G**, the "***Plan Supplement Documents***").

PLEASE TAKE FURTHER NOTICE that the Plan Supplement Documents remain subject to continuing negotiations in accordance with the terms of the Plan and the Restructuring Support Agreement and the final versions may contain material differences from the versions filed herewith. For the avoidance of doubt, the parties thereto have not consented to any such Plan Supplement Document as being in final form and reserve all rights in that regard. Such parties reserve all of their respective rights with respect to such documents and to amend, modify, or supplement the Plan Supplement and any of the Plan Supplement Documents in accordance with the terms of the Plan and the Restructuring Support Agreement. To the extent material amendments or modifications are made to any of the Plan Supplement Documents, the Debtors will file a redline version with this Court prior to the Combined Hearing.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement is integral to, part of, and incorporated by reference into the Plan. Please note, however, these documents have not yet been approved by the Court. If the Plan is confirmed, the Plan Supplement Documents will be approved by the Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the deadline for filing objections to the confirmation of the Plan is **4:00 p.m. (prevailing Eastern Time)** on **October 3, 2022** (the "***Confirmation Objection Deadline***"). Any objection to the Plan must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) set forth the name of the objector and the nature and amount of any Claim or interest asserted by the objector against or in the Debtors; (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection; and (e) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** by the parties listed below (the "***Notice Parties***") no later than the Confirmation Objection Deadline. CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

Notice Parties

(a) Lumileds Holding B.V.: 370 W. Trimble Road, San Jose, CA 95131, Attn: Jan Paul Teuwen (jan.paul.teuwen@lumileds.com);

(b) Proposed Counsel to the Debtors: Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020 (Attn: George Klidonas

(George.Klidonas@lw.com), Anupama Yerramalli (Anu.Yerramalli@lw.com), Liza Burton (Liza.Burton@lw.com)), and Misha E. Ross (Misha.Ross@lw.com));

(c) Counsel to the Ad Hoc Term Loan Lender Group: Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166 (Attn: Michael J. Cohen (mcohen@gibsondunn.com), and Keith R. Martorana (kmartorana@gibsondunn.com)); and

(d) The United States Trustee for Region 2: Office of the U.S. Trustee, 201 Varick Street, Room 1006, New York, NY 10014 (Attn: Andrea B. Schwartz, Esq. (Andrea.B.Schwartz@usdoj.gov));

PLEASE TAKE FURTHER NOTICE that the hearing to consider adequacy of the Disclosure Statement and confirmation of the Plan (the "***Combined Hearing***") is scheduled to commence at **10:00 a.m. (prevailing Eastern Time) on October 14, 2022**, which hearing shall be conducted by videoconference via Zoom. **The Combined Hearing may be continued by the Court or by the Debtors without further notice other than by announcement of same in open court and/or by filing and serving a notice of adjournment.**

PLEASE TAKE FURTHER NOTICE that in the event of a timely filed objection, the Court shall hear such objection not settled by the parties at the Combined Hearing or a later date as may be fixed by the Court.

PLEASE TAKE FURTHER NOTICE that the copies of the documents included in the Plan Supplement or the Plan, or any other document filed in the Debtors' chapter 11 cases, may be obtained free of charge by contacting the Debtors' Voting and Claims Agent, Epiq Corporate Restructuring, LLC, by: (a) calling the Debtors' restructuring hotline at 1-800-497-9116 (US/Canada); 1-503-520-4495 (International); (b) visiting the Debtors' restructuring website at: https://dm.epiq11.com/lumileds; and/or (c) writing to (i) Lumileds Holding B.V. *et al.*, c/o Epiq Corporate Restructuring, 10300 SW Allen Boulevard, Beaverton, OR 97005 or (b) Lumiledsinfo@epiqglobal.com with a reference to "*Lumileds*" in the subject line. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: http://www.deb.uscourts.gov or free of charge at https://dm.epiq11.com/lumileds.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE VOTING AND CLAIMS AGENT AT THE NUMBER OR ADDRESS SPECIFIED ABOVE. PLEASE NOTE THAT THE VOTING AND CLAIMS AGENT CANNOT PROVIDE LEGAL ADVICE.

LATHAM & WATKINS LLP

Dated: September 12, 2022
New York, New York

By: */s/ George A. Davis*

George A. Davis
George Klidonas
Anupama Yerramalli
Liza L. Burton
Misha E. Ross
1271 Avenue of the Americas
New York, NY 10020
Telephone: (212) 906-1200
Facsimile: (212) 751-4864
Emails: george.davis@lw.com
george.klidonas@lw.com
anu.yerramalli@lw.com
liza.burton@lw.com
misha.ross@lw.com

Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

EXIT FIRST LIEN TERM LOAN CREDIT AGREEMENT

PLEASE TAKE NOTICE that certain documents, or portions thereof, contained or referenced in this **Exhibit A** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors and such applicable interested parties reserve all of their respective rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, with respect to the final form of the Plan Supplement Documents and to amend, revise, or supplement the Plan Supplement, the Plan Supplement Documents, and any of the documents or designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

AMENDED AND RESTATED CREDIT AGREEMENT[1]

Dated as of October [ ], 2022

among

AURORA BOREALIS B.V.,
as Holdings,

BRIGHT BIDCO B.V.,
as Borrower,

THE LENDERS PARTY HERETO,

and

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent and Collateral Agent,

IMPORTANT NOTE:

THIS DOCUMENT IS NOT IN AGREED FORM AS BETWEEN THE DEBTORS AND THE AD HOC TERM LOAN LENDER GROUP (AS DEFINED IN THE PLAN). THIS DOCUMENT IS ONLY BEING FILED TO SATISFY THE REQUIREMENT TO FILE IT BY THE PLAN SUPPLEMENT DEADLINE OF SEPTEMBER 12, 2022. THIS DOCUMENT IS SUBJECT TO FEDERAL RULE OF EVIDENCE 408 AND THE CONSENT RIGHTS OF THE DEBTORS AND THE CONSENTING FIRST LIEN LENDERS (AS DEFINED IN THE PLAN) UNDER THE RESTRUCTURING SUPPORT AGREEMENT (AS DEFINED IN THE PLAN). EXCEPT FOR ANY PREVIOUSLY AGREED LANGUAGE, ANY LANGUAGE HEREIN THAT IS NOT SPECIFICALLY BRACKETED OR CAVEATED SHALL NOT BE CONSTRUED AS A WAIVER OF ANY RIGHTS OF, OR ACCEPTANCE BY, THE DEBTORS, ANY MEMBER OF THE AD HOC TERM LOAN LENDER GROUP OR ANY CONSENTING FIRST LIEN LENDER. THIS DOCUMENT REMAINS SUBJECT TO THE FULL REVIEW AND COMMENT OF THE DEBTORS, THE AD HOC TERM LOAN LENDER GROUP AND THE CONSENTING FIRST LIEN LENDERS AND THEIR RESPECTIVE ADVISORS AND WILL LIKELY UNDERGO SUBSTANTIAL SUBSEQUENT REVISION.

[1] NTD: subject in all respects to review by the borrower, the agent, the lenders and their advisors (including, without limitation, local counsel).

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AMENDED AND RESTATED CREDIT AGREEMENT,[2] dated as of October [ ], 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, ("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 (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 (in such capacity, the "Collateral Agent") for the Secured Parties.

WHEREAS, on August 29, 2022 (the "Petition Date"), Holdings and the Borrower (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 (LGB) (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").

WHEREAS, in connection with the Chapter 11 Cases, the Debtors and the Consenting First Lien Lenders (as defined therein) entered into the Restructuring Support Agreement, dated as of August 26, 2022 (as amended and supplemented from time to time, the "RSA").

WHEREAS, the Lenders (among other lenders) provided financing to the Borrower pursuant to that certain Amended and Restated First Lien Credit Agreement, originally dated as of June 30, 2017, by and among Holdings, the Borrower, the lenders party thereto and Deutsche Bank AG New York Branch, as administrative agent for the lenders thereunder and collateral agent for the secured parties thereunder (as amended, restated, supplemented or otherwise modified from time to time, the "Pre-Petition Agreement").

WHEREAS, the Lenders (among other lenders) provided financing to the Borrower pursuant to that certain Senior Secured Super-Priority Term Loan Debtor-in-Possession Credit Agreement dated August 31, 2022, by and among Holdings, the Borrower, the lenders party thereto and Deutsche Bank AG New York Branch, as administrative agent for the lenders thereunder and collateral agent for the secured parties thereunder (as amended, restated, supplemented or otherwise modified from time to time, the "DIP Agreement").

WHEREAS, on October [TBD], 2022, the Bankruptcy Court entered the Confirmation Order (as defined in the RSA) and on October [TBD], 2022, the Plan Effective Date (as defined in that certain Joint Prepackaged Plan of Reorganization of Lumileds Holding B.V. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code dated as of August 26, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Reorganization Plan")) occurred.

WHEREAS, upon the Plan Effective Date (as defined in the Reorganization Plan), and subject to the terms and conditions set forth herein, the First Lien Loan Claims (as defined in the Reorganization Plan) under the Pre-Petition Agreement and which remain owed to the Lenders on the Closing Date were pursuant to the Reorganization Plan converted into (i) equity interests in [TBD] as

[2] NTD: Subject to possible future inclusion of (i) the revolver provisions and (ii) the incremental provisions to afford flexibility to incur those things under this agreement (subject to basket capacity).

determined pursuant to the Reorganization Plan and (ii) $125,000,000 of Loans hereunder pursuant to the Reorganization Plan and the terms hereof (the "Exit First Lien Takeback Term Loans").

WHEREAS, upon the Plan Effective Date (as defined in the Reorganization Plan), and subject to the terms and conditions set forth herein, the DIP Facility Claims (as defined in the Reorganization Plan) under the DIP Agreement and which remain owed to the Lenders on the Closing Date were pursuant to the Reorganization Plan converted into (i) equity interests in [TBD] as determined pursuant to the Reorganization Plan and (ii) [$275,000,000][3] of Loans hereunder pursuant to the Reorganization Plan and the terms hereof (the "Exit First Lien Converted Term Loans").

WHEREAS, the Exit First Lien Takeback Term Loans and the Exit First Lien Converted Term Loans consist of a single class of loans hereunder consisting of Term Loans in an aggregate principal amount of $[400,000,000].

WHEREAS, subject to the terms hereof 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, 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:

[3] Subject to adjustment depending on amount of DIP loans funded/treatment of factoring facility.

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 Term Loan bearing interest at a rate determined by reference to the ABR in accordance with the provisions of Article II.

"Acquisition Agreement" shall mean the Sale and Purchase Agreement, dated as of December 11, 2016, by and among the Borrower, Koninklijke Philips N.V., a public limited liability company incorporated under the laws of the Netherlands (the "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.

"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.

"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.

"All-in Yield" shall mean, as to any Loans (or Pari Term Loans, if applicable), the yield thereon payable to all Lenders (or other lenders, as applicable) providing such Loans (or Pari Term Loans, if applicable) in the primary syndication thereof, as reasonably determined by the Administrative Agent in consultation with the Borrower, whether in the form of interest rate, margin, original issue discount, up-front fees, rate floors or otherwise; provided, that original issue discount and up-front fees shall be equated to interest rate assuming a 4-year life to maturity (or, if less, the life of such Loans (or Pari Term Loans, if applicable)); and provided, further, that "All-in Yield" shall not include arrangement, commitment, underwriting, structuring or similar fees and customary consent fees for an amendment paid generally to consenting lenders.

"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; provided, that if the Borrower has elected to pay PIK Interest pursuant to Section 2.13(f), then the Applicable Margin for any day during any applicable Interest Period when such election is in effect shall mean 9.00% per annum in the case of any SOFR Loan and 8.00% per annum in the case of any ABR Loan.

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

"A/R Facility" shall mean the Factoring Agreement dated as of February 16, 2022 among certain Subsidiaries of Borrower and Credit Agricole Leasing & Factoring, a company organized under the laws of France, [as may be amended, amended and restated, supplemented, extended or increased from time to time]; provided that the aggregate principal or committed amount in respect thereof shall not at any time exceed, in the aggregate with any other Permitted Revolving Facility, $175,000,000.

"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.

"Assignor" shall have the meaning assigned to such term in Section 9.04(i).

"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).

"Bail-In Action" shall mean 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.

"Bail-In Legislation" shall mean, (a) 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 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).

"balance sheet" shall mean a balance sheet or statement of financial position, as applicable.

"Bankruptcy Court" shall have the meaning assigned to such term in the recitals to this Agreement.

"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).

"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.

"Capital Expenditures" shall mean, for any person in respect of any period, the aggregate of all expenditures incurred by such person during such period that, in accordance with IFRS, are or should be included in "additions to property, plant or equipment" or similar items reflected in the statement of cash flows of such person.

"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.

"Cash Interest Expense" shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis for any period, Interest Expense for such period to the extent such amounts are paid in cash for such period, excluding, without duplication, in any event, (a) pay-in-kind Interest Expense or other non-cash Interest Expense (including as a result of the effects of purchase accounting), (b) to the extent included in Interest Expense, the amortization of any financing fees paid by, or on behalf of, the Borrower or any Subsidiary, including such fees paid in connection with the Transactions or upon entering into a Permitted Securitization Financing, and (c) the amortization of debt discounts, if any, or fees in respect of Hedging Agreements; provided, that Cash Interest Expense shall exclude any one time financing fees, including those paid in connection with the Transactions or upon entering into a Permitted Securitization Financing or any amendment of this Agreement.

"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.

A "Change in Control" shall be deemed to occur if:

(a) (i) at any time prior to a Qualified IPO, (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 (ii) at any time on and after a Qualified IPO, 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 (or any holding company parent of the Borrower owned directly or indirectly by 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 voting power of the outstanding Voting Stock of the Borrower having more than 50.1% of the ordinary voting power for the election of directors of the Borrower, unless in the case of either clause (i) or (ii) of this clause (a), the Permitted Holders have, at such time, the right or the ability by voting power, contract or otherwise to elect or designate for election at least a majority of the members of the Board of Directors of the Borrower; or

(b) a "Change of Control" (as defined in (i) the documents governing any Permitted Revolving Credit Facility or (ii) 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 (other than in connection with or after a Qualified IPO of the Borrower); or

(d) the Borrower shall fail to directly own, legally and beneficially, 100% of the Equity Interests in the Company.

"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 Case" and "Chapter 11 Cases" shall have the meanings assigned to such terms in the recitals to this Agreement

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

"Closing Date" shall mean [ ], 2022.

"Closing Net First Lien Leverage Ratio" shall mean [TBD].[4]

"Closing Net Secured Leverage Ratio" shall mean [TBD].

"Closing Net Total Leverage Ratio" shall mean [TBD].

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

"Collateral" shall mean all the "Collateral" as defined in any Security Document 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.

"Collateral Agent" shall have the meaning assigned to such term in the introductory paragraph of this Agreement, together with its successors and assigns in such capacity.

[4] [Closing date ratios to be set against opening EBITDA of $118.7 million forecasted 2022 Adjusted EBITDA, as provided in the disclosure statement. EBITDA grower baskets to be set against $200 million EBITDA.]

"Collateral Agreements" shall mean the Dutch Collateral Documents, the U.S. Collateral Agreement, 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.[NTD: to be updated with other jurisdictions based on local law advice, materiality and cost/benefit analysis, e.g., Sweden, Italy, Spain, Canada, Japan, Malaysia.]

"Collateral and Guarantee Requirement" shall mean 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) 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, acting at the direction of the Required Lenders, 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;

(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 Term Loan Commitment.

"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 Debt" at any date shall mean the sum of (without duplication) all Indebtedness (other than letters of credit or bank guarantees, to the extent undrawn) consisting of Indebtedness for borrowed money and Disqualified Stock of the Borrower and the Subsidiaries determined on a consolidated basis on such date in accordance with IFRS; provided, that for purposes of calculating the Net First Lien Leverage Ratio, the Net Secured Leverage Ratio and the Net Total Leverage Ratio, the amount of Consolidated Debt not denominated in Dollars shall be calculated based on the currency exchange rates that would be used either, at the option of the Borrower, (i) for purposes of preparing a balance sheet or (ii) for purposes of calculating EBITDA, in each case, as of the last day of the Test Period most recently ended as of the date of determination and such amount of Consolidated Debt shall be decreased or increased, as applicable, by the amount of the net cash value of all currency Hedging Agreements to the extent relating to such Consolidated Debt assuming that such Hedging Agreements were settled on the last day of such Test Period as determined by the Borrower in good faith.

"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,[5] 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,

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[5] NTD: Company requests restoration of Unrestricted Subsidiaries. The company is willing to agree to customary protections aimed at making sure it can only be used in connection with bona fide transactions and without a dedicated Unrestricted Subsidiaries basket.

(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.

["Consolidated Total Assets" shall mean, as of any date of determination, the total assets of the Borrower and the consolidated Subsidiaries without giving effect to any impairment or amortization of the amount of intangible assets since the Closing Date, determined on a consolidated basis in accordance with IFRS, as set forth on the consolidated balance sheet of the Borrower as of the last day of the fiscal quarter most recently ended for which financial statements have been (or were required to be) delivered

pursuant to Section 4.02(g), 5.04(a) or 5.04(b), as applicable, calculated on a Pro Forma Basis after giving effect to any acquisition or Disposition of a person or assets that may have occurred on or after the last day of such fiscal quarter.]

"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 5.14.

"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 Assets" shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis at any date of determination, the sum of (a) all assets (other than cash and Permitted Investments or other cash equivalents) that would, in accordance with IFRS, be classified on a consolidated balance sheet of the Borrower and the Subsidiaries as current assets at such date of determination, other than amounts related to current or deferred Taxes based on income or profits, plus (b) gross accounts receivable comprising part of the Securitization Assets subject to such Permitted Securitization Financing.

"Current Liabilities" shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis at any date of determination, all liabilities that would, in accordance with IFRS, be classified on a consolidated balance sheet of the Borrower and the Subsidiaries as current liabilities at such date of determination, other than (a) the current portion of any Indebtedness, (b) accruals of Interest Expense (excluding Interest Expense that is due and unpaid), (c) accruals for current or deferred Taxes based on income or profits, (d) accruals, if any, of transaction costs resulting from the Transactions, (e) accruals of any costs or expenses related to (i) severance or termination of employees prior to the Closing Date or (ii) bonuses, pension and other post-retirement benefit obligations, and (f) accruals for add-backs to EBITDA included in clauses (a)(iv), (a)(v), and (a)(vii) of the definition of such term.

"Debt Service" shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis for any period, Cash Interest Expense for such period, plus scheduled principal amortization of Consolidated Debt for such period.

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

"Debtor" and "Debtors" shall have the meanings assigned to such terms in the recitals to 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.

"DIP Agreement" shall have the meaning assigned to such term in the recitals to this Agreement

"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 Latest 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 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) [reserved],

(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) the amount of net cost savings and net income attributable to New Projects projected by the Borrower in good faith to be realized (calculated on a pro forma basis as though such items had been realized on the first day of such period) by the Borrower and its Subsidiaries as a result of actions taken or to be taken within 12 months of the end of such period of determination, net of the amount of actual benefits realized during such period that are otherwise included in the calculation of EBITDA from such actions; provided, that such net cost savings and net income attributable to New Projects are reasonably anticipated to be realized within 12 months after the date of such [actions] [calculation] and are factually supportable, all as determined in good faith by the Borrower, and do not exceed 25% of EBITDA (calculated on a pro forma basis prior to giving effect to such adjustment but after giving effect to all other adjustments),

(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 delegee) 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.

"Excess Cash Flow" shall mean, with respect to the Borrower and its Subsidiaries on a consolidated basis for any Excess Cash Flow Period, EBITDA of the Borrower and its Subsidiaries on a consolidated basis for such Excess Cash Flow Period, minus, without duplication, (A):

(a) Debt Service for such Excess Cash Flow Period,

(b) the amount of any voluntary payment permitted hereunder of term Indebtedness during such Excess Cash Flow Period (other than any voluntary prepayment of the Term Loans, which shall be the subject of Section 2.11(c)(ii)(A)) and the amount of any voluntary payments of revolving Indebtedness to the extent accompanied by permanent reductions of any revolving facility commitments during such Excess Cash Flow Period, so long as the amount of such prepayment is not already reflected in Debt Service,

(c) (i) Capital Expenditures by the Borrower and the Subsidiaries on a consolidated basis during such Excess Cash Flow Period that are paid in cash and (ii) the aggregate consideration paid in cash during the Excess Cash Flow Period in respect of Permitted Business Acquisitions, New Project expenditures and other Investments permitted hereunder (excluding Permitted Investments, intercompany Investments in Subsidiaries and Investments made pursuant to Section 6.04(j)(Y)) and payments in respect of restructuring activities,

(d) Capital Expenditures, Permitted Business Acquisitions, New Project expenditures or other permitted Investments (excluding Permitted Investments and intercompany Investments in Subsidiaries), or payments in respect of planned restructuring activities, that the Borrower or any Subsidiary shall, during such Excess Cash Flow Period, become obligated to make or otherwise anticipated to make payments with respect thereto but that are not made during such Excess Cash Flow Period; provided, that (i) the Borrower shall deliver a certificate to the Administrative Agent not later than the date required for the delivery of the certificate pursuant to Section 2.11(c), signed by a Responsible Officer of the Borrower and certifying that payments in respect of such Capital Expenditures, Permitted Business Acquisitions, New Project expenditures or other permitted Investments or planned restructuring activities are expected to be made in the following Excess Cash Flow Period, and (ii) any amount so deducted shall not be deducted again in a subsequent Excess Cash Flow Period,

(e) Taxes paid in cash by Holdings and its Subsidiaries on a consolidated basis during such Excess Cash Flow Period or that will be paid within six months after the close of such Excess Cash Flow Period and the amount of any distributions made pursuant to Section 6.06(b)(iii) and Section 6.06(b)(v) during such Excess Cash Flow Period or that will be made within six months after the close of such Excess Cash Flow Period; provided, that with respect to any such amounts to be paid or distributed after the close of such Excess Cash Flow Period, (i) any amount so

deducted shall not be deducted again in a subsequent Excess Cash Flow Period, and (ii) appropriate reserves shall have been established in accordance with IFRS,

(f) an amount equal to any increase in Working Capital (other than any increase arising from the recognition or de-recognition of any Current Assets or Current Liabilities upon an acquisition or disposition of a business) of the Borrower and its Subsidiaries for such Excess Cash Flow Period and, at the Borrower's option, any anticipated increase, estimated by the Borrower in good faith, for the following Excess Cash Flow Period,

(g) cash expenditures made in respect of Hedging Agreements during such Excess Cash Flow Period, to the extent not reflected in the computation of EBITDA or Interest Expense,

(h) permitted Restricted Payments paid in cash by the Borrower during such Excess Cash Flow Period and permitted Restricted Payments paid by any Subsidiary to any person other than Holdings, the Borrower or any of the Subsidiaries during such Excess Cash Flow Period, in each case in accordance with Section 6.06 (other than Section 6.06(e)),

(i) amounts paid in cash during such Excess Cash Flow Period on account of (A) items that were accounted for as non-cash reductions of Net Income in determining Consolidated Net Income or as non-cash reductions of Consolidated Net Income in determining EBITDA of the Borrower and its Subsidiaries in a prior Excess Cash Flow Period and (B) reserves or accruals established in purchase accounting,

(j) to the extent not deducted in the computation of Net Proceeds in respect of any asset disposition or condemnation giving rise thereto, the amount of any mandatory prepayment of Indebtedness (other than Indebtedness created hereunder or under any other Loan Document), together with any interest, premium or penalties required to be paid (and actually paid) in connection therewith,

(k) the amount related to items that were added to or not deducted from Net Income in calculating Consolidated Net Income or were added to or not deducted from Consolidated Net Income in calculating EBITDA to the extent such items represented a cash payment (other than in respect of Transaction Expenses) which had not reduced Excess Cash Flow upon the accrual thereof in a prior Excess Cash Flow Period, or an accrual for a cash payment, by the Borrower and its Subsidiaries or did not represent cash received by the Borrower and its Subsidiaries, in each case on a consolidated basis during such Excess Cash Flow Period, and

(l) the amount of (A) any deductions attributable to minority interests that were added to or not deducted from Net Income in calculating Consolidated Net Income and (B) EBITDA of joint ventures and minority investments added to Consolidated Net Income in calculating EBITDA,

plus, without duplication, (B):

(a) an amount equal to any decrease in Working Capital (other than any decrease arising from the recognition or de-recognition of any Current Assets or Current Liabilities upon an acquisition or disposition of a business) of the Borrower and its Subsidiaries for such Excess Cash Flow Period,

(b) all amounts referred to in clauses (A)(b), (A)(c) and (A)(d) above to the extent funded with the proceeds of the issuance or the incurrence of Indebtedness (including Capitalized Lease Obligations and purchase money Indebtedness, but excluding proceeds of extensions of

credit under any revolving credit facility), the sale or issuance of any Equity Interests (including any capital contributions) and any loss, damage, destruction or condemnation of, or any sale, transfer or other disposition (including any sale and leaseback of assets and any mortgage or lease of Real Property) to any person of any asset or assets, in each case to the extent there is a corresponding deduction from Excess Cash Flow above,

(c) to the extent any permitted Capital Expenditures, Permitted Business Acquisitions, New Project expenditures or permitted Investments or payments in respect of planned restructuring activities referred to in clause (A)(d) above do not occur in the following Excess Cash Flow Period of the Borrower specified in the certificate of the Borrower provided pursuant to clause (A)(d) above, the amount of such Capital Expenditures, Permitted Business Acquisitions, New Project expenditures or permitted Investments or payments in respect of planned restructuring activities that were not so made in such following Excess Cash Flow Period,

(d) cash payments received in respect of Hedging Agreements during such Excess Cash Flow Period to the extent (i) not included in the computation of EBITDA or (ii) such payments do not reduce Cash Interest Expense,

(e) any extraordinary or nonrecurring gain realized in cash during such Excess Cash Flow Period (except to the extent such gain consists of Net Proceeds subject to Section 2.11(b)), and

(f) the amount related to items that were deducted from or not added to Net Income in connection with calculating Consolidated Net Income or were deducted from or not added to Consolidated Net Income in calculating EBITDA to the extent either (i) such items represented cash received by the Borrower or any Subsidiary or (ii) such items do not represent cash paid by the Borrower or any Subsidiary, in each case on a consolidated basis during such Excess Cash Flow Period.

"Excess Cash Flow Period" shall mean each fiscal year of the Borrower, commencing with the fiscal year of the Borrower ending December 31, 2023.

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

"Exit First Lien Converted Term Loans" shall have the meaning assigned to such term in the recitals to this Agreement.

"Exit First Lien Takeback Term Loans" shall have the meaning assigned to such term in the recitals to this Agreement.

"Excluded Account" shall mean [(a) any securities account or commodities account; (b) any deposit account of any Loan Party (and all cash held therein) used primarily for all or any of the following purposes: payroll, employee benefits, taxes, third party escrow, customs, trust and other fiduciary purposes; (c) accounts used solely for the purposes of compliance with legal requirements, to the extent such legal requirements prohibit the granting of a Lien thereon; (d) 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; (e) any account subject to a Permitted Lien, to a cash pooling arrangement or to a contractual arrangement that prohibits the pledge of such account

and (f) any other accounts with an aggregate balance, for all such accounts, that is not in excess of $10,000,000.]

"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.

"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.

"Excluded Securities" shall mean 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) [reserved];

(f) any Equity Interests of any Special Purpose Securitization Subsidiary;

(g) [reserved];

(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.

"Excluded Subsidiary" shall mean any of the following (except as otherwise provided in clause (b) of the definition of Subsidiary Loan Party):

(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 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 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 Subsidiary with respect to which, (x) the Administrative Agent (acting at the direction of the Required Lenders) and the Borrower reasonably agree that the cost or other consequences of providing a Guarantee of or granting Liens to secure the Obligations are likely to be excessive in relation to the value to be afforded thereby, including, without limitation, where the Administrative Agent and the Borrower reasonably agree that the limit on recoveries recorded in the relevant Guarantee renders the realizable value of the Guarantee such that there is no material commercial benefit to the proposed beneficiaries of such Guarantee in the provision thereof, (y) the Administrative Agent (acting at the direction of the Required Lenders) and the Borrower reasonably

agree that providing such a Guarantee or granting such Liens could reasonably be expected to result in material adverse Tax consequences; provided that any Subsidiary that is organized under the laws of any Security Jurisdiction may not be excluded on the Closing Date pursuant to this clause (h)(y) or (z) 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.

"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) 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, unless when the Administrative Agent, such Lender or such other recipient of such payment became a party to this Agreement, it was a Qualifying Lender and ceased to be a Qualifying Lender solely 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), (vii) 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 cooperatives 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).

"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 is one Facility (i.e., Term 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.

"Fee Letter" shall mean that certain Fee Letter dated as of [ ], 2022, by and among the Borrower, the Administrative Agent, and the other parties thereto.

"Fees" shall mean the Upfront Fees and the Administrative Agent Fees.

"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 Lien/First Lien Intercreditor Agreement" shall mean an intercreditor agreement substantially in the form of Exhibit G hereto, or such other customary form reasonably acceptable to the Administrative Agent and the Borrower, in each case, as such document may be amended, restated, supplemented or otherwise modified from time to time.

"First Lien/Second Lien Intercreditor Agreement" shall mean an intercreditor agreement substantially in the form of Exhibit H, as such document may be amended, restated, supplemented or otherwise modified from time to time.

"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.

"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 Original 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 Original 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 as in effect 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, 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 [10.0]% of Consolidated Total Assets or revenues representing in excess of [10.0]% 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.]

"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 (other than any Lender as of the Closing Date or an Affiliate of any such Lender).]

"Information" shall have the meaning assigned to such term in Section 3.14(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 as of 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).[6]

"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

[6] NTD: please provide (ii) through (iv) for review.

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.

"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.

"IPO Entity" shall have the meaning assigned to such term in the definition of "Qualified IPO".

"IPO Equity" shall have the meaning assigned to such term in the definition of "Qualified IPO".

"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 Term 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.

"Latest Maturity Date" shall mean, at any date of determination, the latest Term Facility Maturity Date then in effect on such date of determination.

"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) and (vi) solely for the purposes of Sections 4.01 and 7.01 hereof, the Fee Letter.

"Loan Parties" shall mean Holdings, the Borrower and the Subsidiary Loan Parties.

"Loans" shall mean the 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.

"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.

"Market Capitalization" shall mean an amount equal to (i) the total number of issued and outstanding shares of common (or common equivalent) Equity Interests of the IPO Entity on the date of the declaration of the relevant Restricted Payment multiplied by (ii) the arithmetic mean of the closing prices per share of the common (or common equivalent) Equity Interests for the 30 consecutive trading days immediately preceding the date of declaration of such Restricted Payment.

"Material Adverse Effect" shall mean a material adverse effect on the business, property, operations or financial condition of the Borrower and its Subsidiaries, taken as a whole, or the validity or enforceability of any of the Loan Documents or the rights and remedies of the Administrative Agent and the Lenders thereunder.

"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 $[25,000,000]; 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 $5,000,000 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.

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

"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 First Lien Leverage Ratio" shall mean, on any date, the ratio of (A) (i) the sum of, without duplication, (x) the aggregate principal amount of any Consolidated Debt consisting of Loan Obligations outstanding as of the last day of the Test Period most recently ended as of such date (other than Loan Obligations secured only by Junior Liens), (y) the aggregate principal amount of any other Consolidated Debt of the Borrower and its Subsidiaries outstanding as of the last day of such Test Period that is then secured by Liens on the Collateral that are Other First Liens and (z) Capitalized Lease Obligations of the Loan Parties less (ii) without duplication, the Unrestricted Cash and unrestricted Permitted Investments of the Borrower and its Subsidiaries as of the last day of such Test Period, to (B) EBITDA for such Test Period, all determined on a consolidated basis in accordance with IFRS; provided, that the Net First Lien Leverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis.

"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) or Sale and Lease-Back Transactions under Section 6.03(b)(x), 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, if Holdings or the Borrower shall deliver a certificate of a Responsible Officer of Holdings or the Borrower to the Administrative Agent promptly following receipt of any such proceeds setting forth Holdings' or the Borrower's intention to use any portion of such proceeds, within 12 months of such receipt, to acquire, maintain, develop, construct, improve, upgrade or repair assets useful in the business of the Borrower and the Subsidiaries or to make Permitted Business Acquisitions and other Investments permitted hereunder (excluding Permitted Investments or intercompany Investments in Subsidiaries) or to reimburse the cost of any of the foregoing incurred on or after the date on which the Asset Sale giving rise to such proceeds was contractually committed, such portion of such proceeds shall not constitute Net Proceeds except to the extent not, within 12 months of such receipt, so used or contractually committed to be so used (it being understood that if any portion of such proceeds are not so used within such 12 month period but within such 12 month period are contractually committed to be used, then such remaining portion if not so used within six months following the end of such 12 month period shall constitute Net Proceeds as of such date without giving effect to this proviso); provided, that the aggregate amount of proceeds that may be excluded from proceeds pursuant to the immediately preceding proviso shall not exceed $100,000,000 in the aggregate (it being understood that the limitation set forth in this proviso shall not apply in respect of any proceeds received at the time that the Net Total Leverage Ratio, on a Pro Forma Basis (including for any application of such proceeds), does not exceed [x])); provided, further, 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 $5,000,000 (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.

"Net Secured Leverage Ratio" shall mean, on any date, the ratio of (A) (i) the sum of, without duplication, (x) the aggregate principal amount of any Consolidated Debt consisting of Loan Obligations outstanding as of the last day of the Test Period most recently ended as of such date, (y) the aggregate principal amount of any other Consolidated Debt of the Borrower and its Subsidiaries outstanding as of the last day of such Test Period that is then secured by Liens on the Collateral and (z) Capitalized Lease Obligations of the Loan Parties less (ii) without duplication, the Unrestricted Cash and unrestricted Permitted Investments of the Borrower and its Subsidiaries as of the last day of such Test Period, to (B) EBITDA for such Test Period, all determined on a consolidated basis in accordance with IFRS; provided, that the Net Secured Leverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis.

"Net Total Leverage Ratio" shall mean, on any date, the ratio of (A) (i) the sum of, without duplication, (x) the aggregate principal amount of any Consolidated Debt of the Borrower and its Subsidiaries outstanding as of the last day of the Test Period most recently ended as of such date and (y) Capitalized Lease Obligations of the Loan Parties less (ii) without duplication, the Unrestricted Cash and unrestricted Permitted Investments of the Borrower and its Subsidiaries as of the last day of such Test Period, to (B) EBITDA for such Test Period, all determined on a consolidated basis in accordance with IFRS; provided, that the Net Total Leverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis.

"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-Bank Tax Certificate" shall have the meaning assigned to such term in Section 2.17(f)(i).

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

"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).

"Original Closing Date" shall mean June 30, 2017.

"Other First Lien Debt" shall mean Indebtedness secured by Other First Liens.

"Other First Liens" shall mean Liens on the Collateral that are pari passu with the Liens thereon securing the Loans (and other Loan Obligations that are pari passu with the Term Loans) pursuant to a Permitted Pari Passu Intercreditor Agreement.

"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.

"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 Business Acquisition" shall mean any acquisition of all or substantially all the assets of, or the acquisition of the Equity Interests (other than directors' qualifying shares) not previously held by the Borrower and its Subsidiaries in (such that, in the case of the acquisition of Equity Interests, immediately after such acquisition, the Borrower and its Subsidiaries shall own a majority of the Equity Interests in), or merger, consolidation or amalgamation with, a person or business unit, division or line of business of a person (or any subsequent investment made in a person or division or line of business previously acquired in a Permitted Business Acquisition), if immediately after giving effect thereto: (i) no Event of Default under clause (b), (c), (h) or (i) of Section 7.01 shall have occurred and be continuing or would result therefrom; provided, however, that with respect to a proposed acquisition pursuant to an executed acquisition agreement, at the option of the Borrower, the determination of whether such an Event of Default shall exist shall instead be made solely at the time of the execution of the acquisition agreement related to such Permitted Business Acquisition; (ii) all transactions related thereto shall be consummated in

accordance with applicable laws; (iii) immediately after giving effect to such acquisition or investment and any related transaction, the Net Total Leverage Ratio on a Pro Forma Basis would not exceed 3.00 to 1.00; provided, however, that with respect to a proposed acquisition pursuant to an executed acquisition agreement, at the option of the Borrower, the determination of whether the Borrower is in compliance with this clause (iii) shall instead be made solely at the time of the execution of the acquisition agreement related to such Permitted Business Acquisition, (iv) any acquired or newly formed Subsidiary shall not be liable for any Indebtedness except for Indebtedness permitted by Section 6.01; (v) to the extent required by Section 5.10, any person acquired in such acquisition, if acquired by the Borrower or a Subsidiary Loan Party, shall be merged into the Borrower or a Subsidiary Loan Party or become upon consummation of such acquisition a Subsidiary Loan Party and (vi) the aggregate cash consideration in respect of such acquisitions and investments by the Borrower or a Subsidiary Loan Party in assets that are not owned by the Borrower or Subsidiary Loan Parties or in Equity Interests of persons that are not Subsidiary Loan Parties or do not become Subsidiary Loan Parties, in each case upon consummation of such acquisition, shall not exceed [the greater of (x) $[ ] and (y) [ ] times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period].

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

"Permitted Holders" shall mean (i) each 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 Term Loans (and other Obligations that are pari passu with the Term Loans), either (as the Borrower shall elect) (x) the First Lien/Second Lien Intercreditor Agreement if such Liens secure "Second Lien Obligations" (as defined therein) or (y) another intercreditor agreement not materially less favorable to the Lenders vis-à-vis such junior Liens than the First Lien/Second Lien Intercreditor Agreement (as determined by the Required Lenders).

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

"Permitted Loan Purchase" shall have the meaning assigned to such term in Section 9.04(i).

"Permitted Loan Purchase Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender as an Assignor and Holdings, the Borrower or any of the Subsidiaries as an Assignee, as accepted by the Administrative Agent (if required by Section 9.04) in the form of Exhibit E or such other form as shall be approved by the Administrative Agent and the Borrower (such approval not to be unreasonably withheld or delayed).

"Permitted Pari Passu Intercreditor Agreement" shall mean, with respect to any Liens on Collateral that are intended to be pari passu with the Liens securing the Term Loans (and other Loan Obligations that are pari passu with the Term Loans), either (as the Borrower shall elect) (x) the First Lien/First Lien Intercreditor Agreement, (y) another intercreditor agreement not materially less favorable to the Lenders vis-à-vis such pari passu Liens than the First Lien/First Lien Intercreditor Agreement (as determined by the Required Lenders).

"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 Latest 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 (i) the Weighted Average Life to Maturity of the Indebtedness being Refinanced and (ii) the Weighted Average Life to Maturity of the Term 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 Revolving Credit Facility" shall mean revolving credit facilities and/or Permitted Securitization Financings in an aggregate principal or committed amount for all such facilities and financings not to exceed $175,000,000 outstanding at any time pursuant to the terms set forth on Exhibit 6.01(w).

"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) the A/R Facility, (B) 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 (C) 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), (B) and (C) 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.

"Petition Date" shall have the meaning assigned to such term in the recitals to this Agreement

"PIK Interest" shall mean the interest that accrues and is added to the outstanding principal balance of the Loans in accordance with Section 2.13 which shall thereafter be deemed principal bearing interest in accordance with Section 2.13.

"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.

"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 Agreement" shall have the meaning assigned to such term in the recitals to this Agreement.

"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.

"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.

"Qualified IPO" shall mean an underwritten public offering of the Equity Interests (the "IPO Equity") of the Borrower, Holdings or any Parent Entity (the "IPO Entity") which generates (individually or in the aggregate together with any prior underwritten public offering) gross cash proceeds of at least $50,000,000 (as determined by the Borrower in good faith).

"Qualifying Lender" shall mean, in respect of any Loan Party that is treated as a resident of the Netherlands for Dutch Tax purposes, 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.

"Relevant Governmental Body" shall mean the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

"Reorganization Plan" shall have the meaning assigned to such term in the recitals to this Agreement.

"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).

["Repricing Transaction" means each of (a) any prepayment (including any mandatory prepayment pursuant to clause (b) of the definition of "Net Proceeds" but excluding any prepayment in connection with any Change of Control, a Qualified IPO or other Transformative Acquisition), repayment, refinancing, substitution or replacement of all or a portion of the Term Loans with the proceeds of, or any conversion of any portion of the Term Loans into, any new or replacement tranche of term loans, in each case, broadly syndicated and secured on a pari passu basis with the Term Loans having an All-in Yield that is less than the All-in Yield applicable to the Term Loans so prepaid, repaid, refinanced, substituted or replaced and (b) any amendment, amendment and restatement, waiver or other modification to this Agreement that would have the effect of reducing the All-in Yield applicable to the Term Loans.]

"Required Amount of Loans" shall have the meaning assigned to such term in the definition of the term "Required Lenders."

"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 outstanding at such time. For purposes of the foregoing, "Required Amount of Loans" shall mean, at any time, the amount of Loans required to be held by Lenders in order for such Lenders to constitute "Required Lenders".

"Required Percentage" shall mean, with respect to an Excess Cash Flow Period, 85%; provided, that (a) if the Net Total Leverage Ratio as at the end of the Excess Cash Flow Period is less than or equal to [ ][7] to 1.00 but greater than [ ][8] to 1.00, such percentage shall be 50%, (b) if the Net Total Leverage Ratio as at the end of the Excess Cash Flow Period is less than or equal to [ ][9] to 1.00 but greater than [ ][10] to 1.00, such percentage shall be 25% and (c) if the Net First Lien Leverage Ratio as at the end of the Excess Cash Flow Period is less than or equal to [ ][11] to 1.00, such percentage shall be 0%.

"Required Prepayment Lenders" shall mean, at any time, the holders of more than 50% of the aggregate unpaid principal amount of the Term 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.

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[7] 1x below closing total leverage

[8] 2x below closing total leverage

[9] 2x below closing total leverage

[10] 3x below closing total leverage

[11] 3x below closing total leverage

"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).

"RSA" shall have the meaning assigned to such term in the recitals to this Agreement.

"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.

"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, 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,[12] (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.

"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.

[12] Additional jurisdictions to be discussed depending on materiality of entities located in Japan, Brazil, India, Mexico, Thailand, Russia, Spain, Italy, Canada, Sweden, Taiwan, China and Malaysia (and subject to applicable local law prohibitions).

"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.

"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.

"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 Original 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 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 Facility" shall mean the commitments to make and/or exchange the Term Loans made hereunder.

"Term Facility Maturity Date" shall mean October __, 2027.

"Term Loan Commitment" shall mean, with respect to each Lender, the commitment of such Lender to make Term Loans hereunder. The aggregate amount of the Term Loan Commitments as of the Closing Date is $[ ].

"Term Loan Installment Date" shall have the meaning assigned to such term in Section 2.10(a)(i).

"Term Loans" shall have the meaning assigned to such term in Section 2.01(a).

"Term Loan 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.

"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 Term 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 to be entered into on the Closing Date, (b) the issuance and deemed funding of the Term Loans on the Closing Date, the consummation of the other transactions contemplated by this Agreement and the RSA and (c) the payment of all fees and expenses to be paid and owing in connection with the foregoing.

"Transformative Acquisition" shall mean any acquisition that is either (a) not permitted by the terms of this Agreement immediately prior to the consummation of such acquisition; or (b) if permitted by the terms of this Agreement immediately prior to the consummation of such acquisition, would not provide the Borrower and its Subsidiaries with adequate flexibility under this Agreement for the continuation and/or expansion of their combined operations following such consummation (as determined by the Borrower acting in good faith).

"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.

"Unadjusted Benchmark Replacement" shall mean the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"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.

"Unrestricted Cash" shall mean cash or cash equivalents of the Borrower or any of the Subsidiary Loan Parties that would not appear as "restricted" on a consolidated balance sheet of the Borrower or any of the Subsidiary Loan Parties; provided, that for purposes of the calculation of the Net First Lien Leverage Ratio, the Net Secured Leverage Ratio and the Net Total Leverage Ratio, the amount of Unrestricted Cash and Permitted Investments not denominated in Dollars shall be calculated based on the currency exchange rates that would be used either, at the option of the Borrower, (i) for purposes of preparing a balance sheet or (ii) for purposes of calculating EBITDA, in each case, as of the last day of the Test Period most recently ended as of the date of determination as determined by the Borrower in good faith.

"Upper Tier Holding Companies" shall mean each of [Luminescence Cooperatief U.A. and Aegletes B.V.]

"Upfront Fee" shall have the meaning assigned to such term in Section 2.12(a).

"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.

"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)).

"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.

"Working Capital" shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis at any date of determination, Current Assets at such date of determination minus Current Liabilities at such date of determination; provided, that, for purposes of calculating Excess Cash Flow, increases or decreases in Working Capital shall be calculated without regard to any changes in Current Assets or Current Liabilities as a result of (a) any reclassification in accordance with IFRS of assets or liabilities, as applicable, between current and noncurrent or (b) the effects of purchase accounting.

"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 under IFRS in effect 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 Exchange Rate. [If any limitation, threshold, ratio or basket is exceeded solely as a result of changes in currency exchange rates after the last time it was utilized, such limitation, threshold, ratio or basket will not be deemed to have been exceeded solely as a result of such fluctuations in currency exchange rates.]

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.

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) willful 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. 1064^1 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) On the Closing Date, each Lender having a Term Loan Commitment severally was deemed to have made a loan or loans denominated in Dollars (each, a "Term Loan") to the Borrower (on a joint and several basis), which Term Loans did not exceed any such Lender's Term Loan Commitment and in the aggregate did not exceed the aggregate Term Loan Commitment as in effect as of the Closing Date.

(b) [Reserved].

(c) [Reserved]

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

Section 2.02 Loans and Borrowings. (a) The Term Loan shall be made, or deemed made, by the Lenders ratably in accordance with their respective Term Loan 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. ABR Loans bearing interest at a rate determined by reference to the ABR 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 Term Facility 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 Borrowing of Term Loans on the Closing Date. Each such Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the aggregate amount of the requested Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

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

(iv) 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".

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) The Term Loans shall be deemed made hereunder upon effectiveness of the Reorganization Plan.

(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. 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, 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, 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. On the Closing Date (after giving effect to the funding of the Term Loans to be made on such date), the Term Loan Commitments of each Lender as of the Closing Date will terminate.

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 Term 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 Term Loans. (a) Subject to the other clauses of this Section 2.10 and to Section 9.08(e),

(i) the Borrower shall repay the Term Loans on the last day of each March, June, September and December of each year (commencing on the last day of the first full fiscal quarter after the first anniversary of the Closing Date) and on the Term Facility Maturity Date or, if any such date is not a Business Day, on the next preceding Business Day (each such date being referred to as a "Term Loan Installment Date"), in an aggregate principal amount of such Term Loans equal to (A) in the case of quarterly payments due prior to the Term Facility Maturity Date, an amount equal to 0.25% of the aggregate principal amount of such Term Loans outstanding immediately after the Closing Date, and (B) in the case of such payment due on the Term Facility Maturity Date, an amount equal to the then unpaid principal amount of such Term Loans outstanding; and

(ii) to the extent not previously paid, outstanding Term Loans shall be due and payable on the Term Facility Maturity Date.

(b) [Reserved].

(c) Prepayment of the Loans from:

(i) all Net Proceeds pursuant to Section 2.11(b) and Excess Cash Flow pursuant to Section 2.11(c) shall be allocated to the Term Loans determined pursuant to Section 2.10(d), with the application thereof to reduce in direct order amounts due on the succeeding Term Loan Installment Dates as provided in the remaining scheduled amortization payments; provided, that any Lender, at its option, may elect to decline any such prepayment of any Term 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 Term 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 Term Loans pursuant to Section 2.11(a) shall be applied to the remaining installments of the Term Loans as the Borrower may in each case direct.

(d) Any mandatory prepayment of Term Loans pursuant to Section 2.11(b) or (c) shall be applied so that the aggregate amount of such prepayment is allocated among the Term Loans and Other First Lien Debt pro rata based on the aggregate principal amount of outstanding Term Loans and Other First Lien Debt. 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 2.12(a) and 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 Term Loans in accordance with clauses (c) and (d) of Section 2.10. Notwithstanding the foregoing, the Borrower may use a portion of such Net Proceeds to prepay or repurchase any Other First Lien Debt, in each case in an amount not to exceed the product of (x) the amount of such Net Proceeds and (y) a fraction, (A) the numerator of which is the outstanding principal amount of such Other First Lien Debt and (B) the denominator of which is the sum of the outstanding principal amount of such Other First Lien Debt and the outstanding principal amount of all Term Loans.

(c) Not later than 5 Business Days after the date on which the annual financial statements are, or are required to be, delivered under Section 5.04(a) with respect to each Excess Cash

Flow Period, the Borrower shall calculate Excess Cash Flow for such Excess Cash Flow Period and the Borrower shall apply an amount equal to the Required Percentage of such Excess Cash Flow exceeds $5,000,000 (the "ECF Threshold Amount") minus (ii) to the extent not financed using the proceeds of the incurrence of funded term Indebtedness, the sum of the amount of any voluntary payments during such Excess Cash Flow Period (plus, without duplication of any amounts previously deducted under this clause (A), the amount of any voluntary payments after the end of such Excess Cash Flow Period but before the date of prepayment under this clause (c)) of (x) Term Loans (it being understood that the amount of any such payment constituting a below-par Permitted Loan Purchase shall be calculated to equal the amount of cash used and not the principal amount deemed prepaid therewith) and (y) Other First Lien Debt (provided that (i) in the case of the prepayment of any revolving Indebtedness, there was a corresponding reduction in commitments and (ii) the maximum amount of each such prepayment of Other First Lien Debt that may be counted for purposes of this clause (A)(y) shall not exceed the amount that would have been prepaid in respect of such Other First Lien Debt if such prepayment had been applied on a ratable basis among the Term Loans and such Other First Lien Debt (determined based on the aggregate outstanding principal amount of Term Loans and the aggregate principal amount of such Other First Lien Debt on the date of such prepayment)) to repay Term Loans in accordance with clauses (c) and (d) of Section 2.10 and to prepay any Other First Lien Debt in accordance with the agreement(s) governing such Other First Lian Debt so long as the prepayments are applied in a manner such that the Term Loans are prepaid on at least a ratable basis with such Other First Lien Debt (determined based on the aggregate outstanding principal amount of such Other First Lien Debt being prepaid on the date of such prepayment). Such calculation will be set forth in a certificate signed by a Financial Officer of the Borrower delivered to the Administrative Agent setting forth the amount, if any, of Excess Cash Flow for such fiscal year, the amount of any required prepayment in respect thereof and the calculation thereof in reasonable detail.

(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 Excess Cash Flow attributable to 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 or Excess Cash Flow so affected will not be required to be applied to repay Term Loans or Other First Lien Debt at the times provided in Section 2.11(b) or Section 2.11(c) 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 or Excess Cash Flow is permitted under the applicable local law, such repatriation will be effected and such repatriated Net Proceeds or Excess Cash Flow will be promptly applied (net of additional Taxes payable or reserved against as a result thereof) to the repayment of the Term Loans or Other First Lien Debt pursuant to Section 2.11(b) or Section 2.11(c), 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 or Excess Cash Flow that would otherwise be required to be applied pursuant to Section 2.11(b) or Section 2.11(c) would have a material adverse Tax consequence with respect to such Net Proceeds or Excess Cash Flow, the Net Proceeds or Excess Cash Flow 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 or Excess Cash Flow would give rise to a risk of liability for the directors of a Subsidiary, such Subsidiary may retain the Net Proceeds or Excess Cash Flow and (iv) prepayments from Excess Cash Flow shall be made net of Taxes payable or reserved against as a result of the repatriation of funds from such Subsidiaries to the Borrower.

Section 2.12 Fees. [(a) In the event that the Borrower (x) prepays, repays, refinances, substitutes or replaces any Term Loans in connection with a Repricing Transaction or makes any prepayment made pursuant to clause (b) of the definition of "Net Proceeds" or, (y) effects any amendment,

modification or waiver of, or consent under, this Agreement resulting in a Repricing Transaction, the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Lenders, with respect to the aggregate principal amount subject to such prepayment, repayment, refinancing, substitution, replacement, amendment, modification or waiver (A) in the case of such a transaction occurring on or prior to the 12-month anniversary of the Closing Date, a premium of 3.00% and (B) thereafter, a premium of 1.00% of the aggregate principal amount of the Term Loans so prepaid, repaid, refinanced, substituted or replaced. All such amounts shall be due and payable on the date of effectiveness of such transaction.]

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

(c) All Fees shall be paid on the dates due, in immediately available funds, 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.

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, if any principal of or interest on any Loan or any Fees or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, all 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; 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) in the case of the Term Loans, on the Term Facility 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.

(f) At the election of the Borrower, the Borrower may pay accrued interest through the 24-month anniversary of the Closing Date in respect of the Loans due on any Interest Payment Date (A) entirely in the form of cash or (B) by adding a portion of accrued and unpaid interest on such Loans that has accrued at a rate of up to (i) for Term SOFR Loans, 8.00% per annum and (ii) for ABR Loans,

7.00% per annum, on the outstanding principal amount of such Loans to the outstanding principal amount of such Loans and paying the remainder of the accrued and unpaid interest due on such Interest Payment Date in cash. Accrued interest in respect of any Loans on each Interest Payment Date will be automatically payable pursuant to clause (A) of the preceding sentence unless the Borrower provides the Administrative Agent with written notice electing to pay such accrued interest as PIK Interest (and specifying the amount of such interest that will be paid as PIK Interest) no later than 5 Business Days prior to any Interest Payment Date. On each Interest Payment Date, if applicable, any accrued PIK Interest shall be added to the outstanding principal balance of the applicable Loan in accordance with the definition of PIK Interest, and shall thereafter be treated as principal of the applicable Loan to which such PIK Interest was added for all purposes of this Agreement (regardless of whether evidenced by a Note).

Section 2.14 Alternate Rate of Interest. 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 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 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 7.02, 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 Term Loans, resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Term 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 Term 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 Term 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.

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.

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 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 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. Since the Closing Date, 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) 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, after giving effect to the Transactions, 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) 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 Term Loans made on the Closing Date to refinance the First Lien Loan Claims and the DIP Facility Claims in accordance with the Reorganization Plan.

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 was 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. (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 Guarantee 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 Guarantee 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 Solvency. (a) As of the Closing Date, immediately after giving effect to the consummation of the Transactions on the Closing Date, (i) the fair value of the assets of the Borrower and its Subsidiaries on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of the Borrower and its Subsidiaries on a consolidated basis; (ii) the present fair saleable value of the property of the Borrower and its Subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the Borrower and its Subsidiaries on a consolidated basis on their debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) the Borrower and its Subsidiaries on a consolidated basis will be able to pay their debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) the Borrower and its Subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the Closing Date.

(b) As of the Closing Date, immediately after giving effect to the consummation of the Transactions on the Closing Date, the Borrower does not intend to, and the Borrower does not believe that it or any of its Subsidiaries will, incur debts beyond its ability to pay such debts as they mature, taking into account the timing and amounts of cash to be received by it or any such Subsidiary and the timing and amounts of cash to be payable on or in respect of its Indebtedness or the Indebtedness of any such Subsidiary.

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.

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 Conditions Precedent to Borrowing on the Closing Date. The initial Borrowing of the Term 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) reaffirmations of the Holdings Guarantee Agreement and the Subsidiary Guarantee Agreement, executed and delivered by a Responsible Officer of each Guarantor;

(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) the Fee Letter.

(b) Collateral.

(i) The Administrative Agent shall have received a completed Perfection Certificate, dated the Closing Date and signed by a Responsible Officer of the Borrower, together with all attachments contemplated thereby, and the results of a search of the Uniform Commercial Code (or equivalent), tax and judgment filings made with respect to the Loan Parties in the jurisdictions contemplated by the Perfection Certificate and copies of the financing statements (or similar documents) disclosed by such search and evidence reasonably satisfactory to the Administrative Agent that the Liens indicated by such financing statements (or similar documents) are Permitted Liens or have been, or will be simultaneously or substantially concurrently with the closing under this Agreement, released (or arrangements reasonably satisfactory to the Administrative Agent for such release shall have been made).

(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 Term Loan 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) Except to the extent referred to on Schedule 5.12, the Loan Parties shall have executed and delivered control agreements with respect to any concentration deposit account of a Loan Party, to the extent required by the U.S. Security Agreement.

(c) Legal Opinions. The Administrative Agent (or its counsel) shall have received the executed legal opinions, in customary form, of [ ]. Holdings and the Borrower hereby instruct and agree to instruct the other Loan Parties to have such counsel deliver such legal opinions.

(d) Closing Certificates. The Term Loan 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 4.01(e) and (y) a Responsible Officer of Holdings certifying compliance with Section 4.01(g).

(e) Authorization of Proceedings of Holdings, the Borrowers and the Guarantors; Corporate Documents. The Term Loan 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 the relevant governing body) or managing member, as applicable, of Holdings, the Borrower and each other Guarantor 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 Term Loan Lender Advisor shall have received all reasonable and documented fees and expenses invoiced by such Term Loan Lender Advisor.

(g) 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.

(h) 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 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.

(i) No Violation of Law. The making of the Term Loans shall not violate any material applicable requirement of law and shall not be enjoined, temporarily, preliminarily or permanently.

(j) Exit Commitment Fee. The lenders under the DIP Agreement shall have received the Exit Commitment Fee (as defined therein).

(k) Confirmation Order and Reorganization Plan. The Bankruptcy Court shall have entered the Confirmation Order (as defined in the RSA) and such order shall be a Final Order (as defined in the RSA), and the Transactions (as defined in the RSA) shall have been, or shall be substantially consummated in accordance with the Reorganization Plan.

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 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) (x) concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer of the Borrower certifying that no Event of Default or Default has occurred since the date of the last certificate delivered pursuant to this Section 5.04(c) or, if such an Event of Default or Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto and (y) concurrently with any delivery of financial statements under clause (a) above, if the accounting firm is not restricted from providing such a certificate by its policies office, a certificate of the accounting firm opining on or certifying such statements stating whether they obtained knowledge during the course of their examination of such statements of any Default or Event of Default (which certificate may be limited to accounting matters and disclaim responsibility for legal interpretations);

(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 2023 fiscal year), 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) to the extent requested by the Required Lenders, management of the Borrower shall hold a telephonic meeting with the Lenders, the Administrative Agent and its counsel and the Term Loan Lender Advisors (including a customary question and answer session) once during each fiscal quarter, to be held at such time as may be agreed to by the Borrower and the Required Lenders, to update the Lenders on financing results, operations, and various business and legal matters.

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, 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, 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, (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, 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) For as long as any such entity does not elect to become a Guarantor, maintain each of Lumileds Achen GmbH, Lumileds Yishun Pte. Ltd. and Lumileds Delaware LLC 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"): (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 (c), (i), (j), (aa), (mm) 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 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 Term 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. 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 Control Agreements. Holdings and the Borrower will, and will cause each other Loan Party to (1) within (x) fifteen (15) days after the Closing Date and (y) thirty (30) days after the acquisition or opening of any deposit, securities or commodities accounts in the United States, or of any deposit, securities or commodities accounts in the United States ceasing to constitute Excluded Accounts (in each case under clauses (x) and (y), 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 Loan Party to, enter into account control agreements with respect to each deposit, securities or commodities account maintained or acquired by Borrower or any such Loan Party (other than Excluded

Accounts) in the United States (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.

Section 5.14 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 $[2,500,000] 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 and (ii) any Permitted Refinancing Indebtedness incurred to Refinance such Indebtedness;

(c) Indebtedness of the Borrower or any Subsidiary pursuant to Hedging Agreements entered into for non-speculative purposes[13];

[13] Note to draft: parties to discuss hedging strategy (for either currency or interest rate) and ability to secure those on a pari passu basis.

(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) (i) Indebtedness of a Subsidiary acquired after the Closing Date or a person merged or consolidated with the Borrower or any Subsidiary after the Closing Date and Indebtedness otherwise incurred or assumed by the Borrower or any Subsidiary in connection with the acquisition of assets or Equity Interests (including a Permitted Business Acquisition), where such acquisition, merger or consolidation is not prohibited by this Agreement; provided, that, (w) in the case of any such Indebtedness secured by Liens on Collateral that are Other First Liens, the Net First Lien Leverage Ratio on a Pro Forma Basis immediately after giving effect to such acquisition, merger or consolidation, the incurrence or assumption of such Indebtedness and the use of proceeds thereof and any related transactions is not greater than the Closing Net First Lien Leverage Ratio, (x) in the case of any such Indebtedness secured by Liens on Collateral that are Junior Liens, the Net Secured Leverage Ratio on a Pro Forma Basis immediately after giving effect to such acquisition, merger or consolidation, the incurrence or assumption of such Indebtedness and the use of proceeds thereof and any related transactions is no greater than the Closing Net Secured Leverage Ratio plus 0.5x, (y) in the case of any other such Indebtedness, immediately after giving effect to such acquisition, merger or consolidation, the incurrence or assumption of such Indebtedness and the use of proceeds thereof and any related transactions, the Net Total Leverage Ratio is not less than the Closing Net Total Leverage Ratio plus 0.5x and (z) in the case of any such Indebtedness incurred under this clause (h) by a Subsidiary other than a Subsidiary Loan Party that is incurred in contemplation of such acquisition, merger or consolidation, the aggregate outstanding principal amount of such Indebtedness immediately after giving effect to such acquisition, merger or consolidation, the incurrence of such Indebtedness and the use of proceeds thereof and any related transactions shall not exceed, when taken together with the aggregate principal amount of any other Indebtedness outstanding at such time pursuant to Section 6.01(q)(i), Section 6.01(r)(i) and Section 6.01(s)(i) that are incurred by Subsidiaries other than the Subsidiary Loan Parties, the greater of $50,000,000 and .25 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period at any time; provided, further, that the incurrence of any Indebtedness for borrowed money pursuant to this clause (h)(i) incurred in contemplation of such acquisition, merger or consolidation shall be subject to the last paragraph of this Section 6.01 [and the incurrence (but not assumption) of any such term loan Indebtedness that is secured

by Other First Liens shall be subject to the last paragraph of Section 6.02]; and (ii) any Permitted Refinancing Indebtedness incurred to Refinance any such Indebtedness;

(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 the greater of $50,000,000 and 0.25 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period at any time, [(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 and any other Indebtedness incurred by the Borrower or any Subsidiary arising from any Sale and Lease-Back Transaction that is permitted under Section 6.03, and (ii) any Permitted Refinancing Indebtedness in respect of the foregoing;

(k) (i) other Indebtedness of the Borrower or any Subsidiary, 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(k), would not exceed the greater of $100,000,000 and 0.50 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period at any time, and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(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 so long as such Indebtedness is permitted to be incurred under Section 6.01(t) to the extent such Guarantees are permitted by Section 6.04 (other than Section 6.04(v)); 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 Permitted Business Acquisition, other 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 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) (i) Indebtedness secured by Liens on Collateral that are Other First Liens so long as immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, the Net First Lien Leverage Ratio on a Pro Forma Basis is not greater than the Closing Net First Lien Leverage Ratio; provided, that (x) the aggregate principal amount of Indebtedness outstanding under this clause (q)(i) at such time that is incurred by a Subsidiary other than a Subsidiary Loan Party shall not exceed, when taken together with the aggregate principal amount of any other Indebtedness outstanding pursuant to Section 6.01(h)(i) (to the extent set forth therein), this Section 6.01(q)(i), Section 6.01(r)(i) and Section 6.01(s)(i) that are incurred by Subsidiaries other than the Subsidiary Loan Parties, the greater of $50,000,000 and 0.25 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period at any time, and (y) the incurrence of any Indebtedness for borrowed money pursuant to this clause (q)(i) shall be subject to the last paragraph of this Section 6.01 and the incurrence of any Indebtedness for borrowed money pursuant to this clause (q)(i) in the form of term loans shall be subject to the last paragraph of Section 6.02, and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(r) (i) Indebtedness secured by Liens on Collateral that are Junior Liens so long as immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, the Secured Leverage Ratio on a Pro Forma Basis is not greater than the Closing Net Secured Leverage Ratio [plus 0.5x]; provided, that (x) the aggregate principal amount of Indebtedness outstanding under this clause (r)(i) at such time that is incurred by a Subsidiary other than a Subsidiary Loan Party shall not exceed, when taken together with the aggregate principal amount of any other Indebtedness outstanding pursuant to Section 6.01(h)(i) (to the extent set forth therein), Section 6.01(q)(i), this Section 6.01(r)(i) and Section 6.01(s)(i) that are incurred by Subsidiaries other than the Subsidiary Loan Parties, the greater of $50,000,000 and 0.25 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period at any time and (y) the incurrence of any Indebtedness for borrowed money pursuant to this clause (r)(i) shall be subject to the last paragraph of this Section 6.01, and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(s) (i) unsecured Indebtedness so long as immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, the Net Total Leverage Ratio on a Pro Forma Basis is not less than the Closing Net Total Leverage Ratio [plus 0.5x]; provided, that (x) the aggregate principal amount of Indebtedness outstanding under this clause (s)(i) at such time that is incurred by a Subsidiary other than a Subsidiary Loan Party shall not exceed, when taken together with the aggregate principal amount of any other Indebtedness outstanding pursuant to Section 6.01(h)(i) (to the extent set forth therein), Section 6.01(q)(i), Section 6.01(r)(i) and this Section 6.01(s)(i) that are incurred by Subsidiaries other than the Subsidiary Loan Parties, the greater of $50,000,000 and 0.25 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period at any time and (y) the incurrence of any Indebtedness for borrowed money pursuant to this clause (s)(i) shall be

subject to the last paragraph of this Section 6.01, and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(t) (i) Indebtedness of Subsidiaries that are not Subsidiary Loan Parties in an aggregate principal amount outstanding 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(t), would not exceed the greater of $50,000,000 and 0.25 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period at any time, and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(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 or under any Permitted Revolving Credit Facility (which may be pari passu or senior (in payment or lien priority) to the Obligations pursuant to the terms set forth on Exhibit 6.01(w));

(x) obligations in respect of Cash Management Agreements;

(y) [reserved];

(z) [reserved];[14]

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

(bb) (i) Indebtedness of, incurred on behalf of, or representing Guarantees of Indebtedness of, joint ventures in an aggregate principal amount that, immediately after giving effect to the incurrence thereof, does not exceed the greater of $50,000,000 and 0.25 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period at any time, and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(cc) Indebtedness issued by the Borrower or any Subsidiary to current or former officers, directors and employees thereof or of Holdings or any Parent Entity, their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of the Borrower, Holdings or any Parent Entity permitted by Section 6.06 and in an aggregate principal not to exceed $5,000,000 in any fiscal year;

[14] Inclusion of Incremental capacity to be discussed, but use of incremental or incremental equivalent capacity will deduct from general basket capacity.

(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 and Permitted Business Acquisitions 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) [reserved];

(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, (b) with respect to any unsecured Indebtedness in an aggregate principal amount in excess of $[50,000,000] incurred under Sections 6.01(h) (only with respect to Indebtedness that is incurred in connection with the acquisition of assets or Equity Interests), 6.01(l), 6.01(s) or 6.01(z), (i) such Indebtedness shall be incurred as primary obligor only by the Borrower, (ii) such Indebtedness shall provide for the automatic release of any guarantor or guarantee in respect of such Indebtedness on terms substantially equivalent in all material respects to those set out in Section 5.1 of the First Lien/Second Lien Intercreditor Agreement for releases in respect of the Second-Priority Secured Parties and the Second-Priority Obligations (or on terms better for the Lenders), (iii) the terms of such Indebtedness shall provide for restrictions on the acceleration and enforcement of the obligations thereunder on terms customarily included in intercreditor arrangements in the European leveraged finance market in relation to subordinated Indebtedness (as determined by the Administrative Agent and the Borrower in the exercise of reasonable judgment) and (iv) the terms of such Indebtedness shall provide for the Secured Parties hereunder to be the third party beneficiaries of the terms in the foregoing clauses (ii) and (iii) and prohibit the amendment or other modification of such terms without the prior written consent of the Secured Parties if such amendment or other modification would cause such terms to fail to comply with the foregoing clauses (ii) and (iii) and (c) 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 $5,000,000).

For purposes of determining compliance with this Section 6.01 or Section 6.02, the amount of any Indebtedness denominated in any currency other than Dollars shall be calculated based on customary currency exchange rates in effect, in the case of such Indebtedness incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness) on or prior to the Closing Date, on the Closing Date and, in the case of such Indebtedness incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness) after the Closing Date, on the date on which such Indebtedness was incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness); provided, that if such Indebtedness is incurred to refinance other Indebtedness denominated in a currency other than Dollars (or in a different currency from the Indebtedness being refinanced), and such refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (i) the outstanding or committed principal amount, as applicable, of such Indebtedness being refinanced plus (ii) the aggregate amount of fees, underwriting discounts, premiums (including tender premiums), accrued interest, defeasance costs and other costs and expenses incurred in connection with such refinancing.

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, if any, outstanding at any time under any Permitted Revolving Credit Facility shall at all times be deemed to have been incurred pursuant to clause (w) of this Section 6.01 and in no event shall the amount of one or more Permitted Revolving Credit Facilities be permitted hereunder in excess of $175,000,000, (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 of this Agreement to have been incurred or granted on such Deemed Date, including, without limitation, for purposes of calculating usage of any baskets hereunder (if applicable), the Net Total Leverage Ratio, the Net Secured Leverage Ratio, the Net First Lien Leverage Ratio and 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) and (D) for purposes of calculating the Net Secured

Leverage Ratio and the Net First Lien Leverage Ratio under Section 6.01(h), (q) and/or (r) on any date of incurrence of Indebtedness pursuant to such Section 6.01(h), (q) and/or (r), the net cash proceeds funded by financing sources upon the incurrence of such Indebtedness incurred at such time shall not be netted against the applicable amount of Consolidated Debt for purposes of such calculation of the Net Secured Leverage Ratio or the Net First Lien Leverage Ratio, as applicable, at such time. 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.

With respect to any Indebtedness for borrowed money incurred under Section 6.01(h)(i) (solely to the extent set forth therein), 6.01(q)(i), 6.01(r)(i) and 6.01(s)(i), (1) the stated maturity date of any such Indebtedness shall be no earlier than the Term Facility Maturity Date as in effect at the time such Indebtedness is incurred and (2) the Weighted Average Life to Maturity of such Indebtedness shall be no shorter than the remaining Weighted Average Life to Maturity of the Term Loans in effect at the time such Indebtedness is incurred.

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 $[5,000,000], 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) any Lien on any property or asset of the Borrower or any Subsidiary securing Indebtedness or Permitted Refinancing Indebtedness permitted by Section 6.01(h); provided, that (i) in the case of Liens that do not extend to the Collateral, such Lien does not apply to any other property or assets of the Borrower or any of the Subsidiaries not securing such Indebtedness at the date of the acquisition of such property or asset and accessions and additions thereto and proceeds and products thereof (other than after-acquired property required to be subjected to such Lien pursuant to the terms of such Indebtedness (and refinancings thereof)), (ii) in the case of Liens on the Collateral that are (or are intended to be) junior in priority to the Liens securing the Term Loans, such Liens shall be subject to a Permitted Junior Intercreditor Agreement and (iii) in the case of Liens on the Collateral that are (or are intended to be) pari passu with the Liens on the Collateral securing the Term Loans, (x) such Liens shall be subject to a Permitted Pari Passu Intercreditor Agreement [and (y) any Indebtedness for borrowed money in the form of term loans secured by such Liens shall be subject to the last paragraph of Section 6.02;]

(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 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 (*Consumentenbound*) 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), (k) 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) (i) Liens with respect to property or assets of any Subsidiary that is not a Loan Party securing obligations of a Subsidiary that is not a Loan Party permitted under Section 6.01 and (ii) Liens with respect to property or assets of the applicable joint venture or the Equity Interests of such joint venture securing Indebtedness permitted under Section 6.01(bb) (it being understood that with respect to any Liens on the Collateral being incurred under this clause (t)(ii) 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 (t)(ii) to secure Permitted Refinancing Indebtedness shall also be Junior Liens);

(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) Liens on Equity Interests of, or loans to, joint ventures (A) securing obligations of such joint venture or (B) pursuant to the relevant joint venture agreement or arrangement;

(z) Liens on securities that are the subject of repurchase agreements constituting Permitted Investments under clause (c) of the definition thereof;

(aa) (i) Liens in respect of (x) Permitted Securitization Financings that extend only to the assets subject thereto or bank accounts related thereto and (y) Equity Interests of, or any assets held by, Special Purpose Securitization Subsidiaries; and (ii) Liens securing Indebtedness under Permitted Revolving Credit Facilities that are not Permitted Securitization Financings (which such liens may be pari passu or senior liens pursuant to the terms set forth on Exhibit 6.01(w)); provided, that the aggregate amount of Indebtedness or other obligations that may be secured pursuant to this clause (aa) shall be no greater than $175,000,000 outstanding at any time;

(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) Liens (i) on not more than $10,000,000 at any time of deposits securing Hedging Agreements entered into for non-speculative purposes and (ii) on cash or Permitted Investments securing Hedging Agreements in the ordinary course of business submitted for clearing in accordance with applicable Requirements of Law;

(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) Liens on Collateral that are Junior Liens, so long as immediately after giving effect to the incurrence of the Indebtedness secured by such Junior Liens and the use of proceeds thereof, the Net Secured Leverage Ratio on a Pro Forma Basis is not greater than [the Closing Net Secured Leverage Ratio plus 0.5x];

(hh) Liens on Collateral that are Other First Liens, so long as immediately after giving effect to the incurrence of the Indebtedness secured by such Other First Liens and the use of proceeds thereof, the Net First Lien Leverage Ratio on a Pro Forma Basis is not greater than Closing Net First Lien Leverage Ratio; [provided that any Indebtedness for borrowed money in the form of term loans secured by such Liens shall be subject to the last paragraph of this Section 6.02; provided, further, that no Liens on Collateral securing any revolving credit facility shall be permitted under this Section 6.02(hh);]

(ii) (i) Liens on Collateral that are Other First Liens, so long as such Other First Liens secure Indebtedness permitted by Section 6.01(b), 6.01(h)(i)(w) or 6.01(q) (and, in each case, Permitted Refinancing Indebtedness in respect thereof), (ii) Liens on Collateral that are Junior Liens, so long as such Junior Liens secure Indebtedness permitted by Section 6.01(b), 6.01(h)(i)(x) or 6.01(r) (and, in each case, Permitted Refinancing Indebtedness in respect thereof) and (iii) 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 (v) 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, (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 Other First Liens, then such Liens on such Collateral being incurred under this clause (kk) may also be Other First Liens or Junior Liens, (x) (other than Liens contemplated by the foregoing clauses (v) and (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) other Liens with respect to property or assets of the Borrower or any Subsidiary securing obligations in an aggregate outstanding amount that, immediately after giving effect to the incurrence of such Liens, would not exceed the greater of $100,000,000 and 0.5 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period at any time;

(mm) Liens on property of, or on Equity Interests or Indebtedness of, any person existing at the time (A) such person becomes a Subsidiary of the Borrower or (B) such person or property is acquired by the Borrower or any Subsidiary, securing obligations in an aggregate outstanding amount that would not exceed the greater of $50,000,000 and 0.25 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period at any time; provided that (i) such Liens do not extend to any other assets of the Borrower or any Subsidiary (other than accessions and additions thereto and proceeds or products thereof and other than after-acquired property) and (ii) such Liens secure only those obligations which they secure on the date such person becomes a Subsidiary or the date of such acquisition (and any extensions, renewals, replacements or refinancings thereof);

(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;

(oo) Liens in respect of Indebtedness secured by mortgages on the corporate headquarters of the Borrower and its Subsidiaries; and

(pp) Liens, if any, in favor of the issuing bank for any letter of credit to cash collateralize or otherwise secure the obligations with respect to such letters of credit, in an aggregate amount not to exceed $[ ].

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 (pp) 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 (pp), 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; provided, that Liens securing Permitted Revolving Credit Facilities shall only be permitted under Section 6.02(aa) hereof. 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.

With respect to (x) Indebtedness for borrowed money incurred prior to the twelve month anniversary of the Closing Date in the form of term loans that are secured by Liens on the Collateral that are Other First Liens incurred under Section 6.02(hh) or (y) any Indebtedness for borrowed money incurred (but not assumed) in the form of term loans pursuant to Section 6.01(h)(i)(w) or any Indebtedness for borrowed money in the form of term loans incurred pursuant to Section 6.01(q)(i), in each case, prior to the twelve month anniversary of the Closing Date that is secured by Liens on the Collateral that are Other First Liens (any such Indebtedness, "Pari Term Loans"), if the All-in Yield in respect of such Pari Term Loans exceeds the All-in Yield in respect of the Term Loans on the Closing Date by more than 0.50% (such difference, the "Pari Yield Differential"), then the Applicable Margin (or Floor) applicable to such Term Loans on the Closing Date shall be increased such that after giving effect to such increase, the Pari Yield Differential shall not exceed 0.50%; provided that, to the extent any portion of the Pari Yield Differential is attributable to a higher Floor being applicable to such Pari Term Loans, such floor shall only be included in the calculation of the Pari Yield Differential to the extent such Floor is greater than Term SOFR in effect for an Interest Period of three months' duration at such time, and, with respect to such excess, the Floor applicable to such outstanding Term Loans shall be increased to an amount not to exceed the Floor applicable to such Pari Term Loans prior to any increase in the Applicable Margin applicable to such Term Loans.

Section 6.03 Sale and Lease-Back Transactions. 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"); provided, that a Sale and Lease-Back Transaction shall be permitted (a) with respect to (i) Excluded Property, (ii) property owned by the Borrower or any Subsidiary Loan Party that is acquired after the Closing Date so long as such Sale and Lease-Back Transaction is consummated within 365 days of the acquisition of such property or (iii) property owned by any Subsidiary that is not a Loan Party regardless of when such property was acquired, and (b) with respect to any other property owned by the Borrower or any Subsidiary Loan Party, (x) if such Sale and Lease-Back Transaction is of property owned by the Borrower or any Subsidiary Loan Party as of the Closing Date, the Net Proceeds therefrom are used to prepay the Term Loans to the extent required by Section 2.11(b) and (y) with respect to any Sale and Lease-Back Transaction pursuant to this clause (b) with Net Proceeds in excess of $5,000,000 individually or $15,000,000 in the aggregate in any fiscal year, the requirements of the last paragraph of Section 6.05 shall apply to such Sale and Lease-Back Transaction to the extent provided therein.

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 incurred 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 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) [The Transactions];

(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; and (ii) Guarantees by the Borrower or any Subsidiary of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary;

(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 $5,000,000 at any time, (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) Hedging Agreements entered into for non-speculative purposes;

(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 $2,500,000, 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), (ee) and (ll);

(j) [reserved];

(k) Investments constituting Permitted Business Acquisitions;

(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) Investments in joint ventures; provided that the aggregate outstanding amount (valued at the time of the making thereof and without giving effect to any subsequent changes in value) of Investments made after the Closing Date pursuant to this Section 6.04(cc) shall not exceed the sum of (X) the greater of $75,000,000 and 0.375 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period at any time, plus (Y) an aggregate amount equal to any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received in respect of any such Investment;

(dd) [reserved];

(ee) [reserved];

(ff) other Investments by the Borrower or any Subsidiary 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 the greater of $100,000,000 and 0.50 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period, plus an amount equal to any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received in respect of any such Investment;[15]

(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

[15] NTD: to the extent Unrestricted Subsidiaries are permitted, this basket will not be available for investments in Unrestricted Subsidiaries; there will be a small dedicated basket for investments in Unrestricted Subsidiaries..

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. In the event that an Investment (or any portion thereof) is classified or reclassified under Section 6.04(k) or (ff) (such clauses and related definitions, the "Investment Incurrence Clauses"), the determination of the amount of such Investment that may be made pursuant to the Investment Incurrence Clauses shall be made without giving pro forma effect to any substantially concurrent incurrence of Indebtedness to finance any other Investment (or any portion thereof) classified or reclassified under any of the above clauses other than an Investment Incurrence Clause.

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) Sale and Lease-Back Transactions permitted by Section 6.03;

(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) Permitted Business Acquisitions (including any merger, consolidation or amalgamation in order to effect a Permitted Business Acquisition); provided, that following any such merger, consolidation or amalgamation involving the Borrower, the Borrower is the surviving entity or the requirements of Section 6.05(o) are otherwise complied with;

(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) acquisitions and purchases made with the proceeds of any Asset Sale pursuant to the first proviso of clause (a) of the definition of "Net Proceeds";

(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) or, solely with respect to Sale and Lease-Back Transactions referred to in clause (b)(y) of Section 6.03, under Section 6.05(d), 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 $5,000,000 or to other transactions involving assets with a fair market value (as determined in good faith by the Borrower) of not more than $15,000,000 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.

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 $20,000,000 (which shall increase to $40,000,000 subsequent to a Qualified IPO) (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) after a Qualified IPO, Restricted Payments may be made to pay, or to allow Holding or any Parent Entity to pay, dividends and make distributions to, or repurchase or redeem shares from, its equity holders in an amount per annum no greater than 6.0% of the Market Capitalization; provided, that no Event of Default shall have occurred and be continuing;

(i) Restricted Payments may be made to Holdings or any Parent Entity to finance any Investment that if made by the Borrower or any Subsidiary directly would be permitted to be made pursuant to Section 6.04; provided, that (A) such Restricted Payment shall be made substantially concurrently with the closing of such Investment and (B) such parent shall, immediately following the closing thereof, cause (1) all property acquired (whether assets or Equity Interests) to be contributed to the Borrower or a Subsidiary or (2) the merger, consolidation or amalgamation (to the extent permitted in Section 6.05) of the person formed or acquired into the Borrower or a Subsidiary in order to consummate such Permitted Business Acquisition or Investment, in each case, in accordance with the requirements of Section 5.10;

(j) other Restricted Payments may be made in an aggregate amount (together with the aggregate amount of payments and distributions made pursuant to Section 6.09(b)(C)) not to exceed the greater of $100,000,000 and 0.50 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period at any time; provided, that no Event of Default shall have occurred and be continuing;

(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) other Restricted Payments may be made; provided that, no Default or Event of Default has occurred and is continuing or would result therefrom and after giving effect to such Restricted Payment, the Net Total Leverage Ratio on a Pro Forma Basis would not exceed 3.00 to 1.00; 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. In the event that a Restricted Payment (or any portion thereof) is classified or reclassified under Section 6.06(m) (such clause, the "Restricted Payments Incurrence Clause"), the determination of the amount of such Restricted Payment that may be made pursuant to the Restricted Payments Incurrence Clause shall be made without giving pro forma effect to any substantially concurrent incurrence of Indebtedness to finance any other Restricted Payment (or any portion thereof) classified or reclassified under any of the above clauses other than the Restricted Payments Incurrence Clause.

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 $5,000,000, 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 a 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) [subject to the limitations set forth in Section 6.07(b)(xiv), if applicable,] 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 $5,000,000, 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 (prior to a Qualified IPO of the Borrower) 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) the issuance of Equity Interests to the management of Holdings, any Parent Entity, the Borrower or any Subsidiary in connection with the Transactions,

(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,

(xxiii) (i) intercompany transactions undertaken in good faith (as certified by a Responsible Officer of the Borrower) for the purpose of improving the consolidated Tax efficiency of the Borrower and the Subsidiaries and not for the purpose of circumventing any covenant set forth herein and (ii) transactions made pursuant to the Acquisition Agreement or the Intercompany Services Agreements, and

(xxiv) transactions made pursuant to the Intercompany Services Agreements.

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) Refinancings with any Indebtedness permitted to be incurred under Section 6.01;

(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)(l) 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);

(C) other payments and distributions in an aggregate amount (together with the aggregate amount of Restricted Payments made pursuant to Section 6.06(j)) (valued at the time of the making thereof and without giving effect to any subsequent change in value) not to exceed the greater of $100,000,000 and 0.50 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period at any time; provided, that no Default or Event of Default has occurred and is continuing; and

(D) other payments and distributions in respect of Junior Financing; provided that no Default or Event of Default has occurred and is continuing or would result therefrom and, after giving effect to such payment or distribution, the Net Total Leverage Ratio on a Pro Forma Basis would not exceed [1.50] to 1.00; 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 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) non-cash 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), other than intercompany licenses in the ordinary course of business.[16]

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) substantially concurrently with any issuance of IPO Equity, the redemption, purchase or retirement of any Equity Interests of Holdings or the Borrower using the proceeds of, or conversion or exchange of any Equity Interests of Holdings or the Borrower for, such IPO Equity, (viii) in connection with, and following the completion of, a Qualified IPO, activities necessary or reasonably advisable for or incidental to the initial registration and listing of Holdings' or the Borrower's common stock and the continued existence of Holdings or the Borrower as a public company, (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;

[16] NTD: exceptions to be discussed.

(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. Subject to Section 7.04, in case of the happening of any of the following events (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, 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) (i) any event or condition occurs that (A) results in any Material Indebtedness or any Permitted Securitization Financing becoming due prior to its scheduled maturity or (B) enables or permits the holder or holders of any Material Indebtedness or the counterparties to any Permitted Securitization Financing or the or any trustee or agent on its or their behalf to cause any Material Indebtedness, as applicable, 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) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Borrower or any of the Subsidiaries, or of a substantial part of the property or assets of the Borrower or any Subsidiary, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, moratorium, judicial management, receivership or similar law, (ii) the appointment of a receiver, liquidator, administrative receiver, compulsory manager, receiver and manager, administrator, judicial manager, provisional liquidator, *mandataire ad hoc*, *conciliateur*, trustee, custodian, sequestrator, conservator or similar officer or official for the Borrower or any of the Subsidiaries or for a substantial part of the property or assets of the Borrower or any of the Subsidiaries or (iii) the winding-up, liquidation, the opening of proceedings for *sauvegarde*, *sauvegarde accélérée*, *sauvegarde financière accélérée*, *redressement judiciaire* or liquidation *judiciaire* or a judgment for *cession totale ou partielle de l'entreprise* pursuant to articles L. 620-1 to L. 670-8 of the French *Code de commerce* of the Borrower or any Subsidiary (except in a transaction permitted hereunder); and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower or any Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in clause (h) above, (iii) apply for or consent to the appointment of a receiver, insolvency practitioner, judicial manager, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any of the Subsidiaries or for a substantial part of the property or assets of the Borrower or any Subsidiary, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) commence any legal proceedings or court procedure in relation to an insolvency or in relation to any restructuring by way of a scheme of arrangement (for the avoidance of doubt, this shall not include any solvent reorganization), (vii) 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 (viii) 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 $25,000,000 (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 (*conservatoir 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 have a Material Adverse Effect;

(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) 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) a material portion 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.

then, and in every such event (other than (x) an event with respect to the Borrower under the U.S. Bankruptcy Code described in clause (h) or (i) above and (y) an event described in clause (d) above arising with respect to a failure to comply with the Financial Covenant, unless the conditions of the first proviso contained in clause (d) above have been satisfied), and at any time thereafter during the continuance of such event, the Administrative Agent, at the request of the Required Lenders, shall, by notice to the Borrower (or in case of any Loan Party incorporated in France, without *mise en demeure or* any other judicial or extra judicial step, by notice to the Loan Party), take any or all of the following actions, at the same or different times: (i) terminate forthwith the Commitments, and (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding;

and in any event with respect to the Borrower under the U.S. Bankruptcy Code described in clause (h) or (i) above, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding.

Section 7.02 Treatment of Certain Payments. Subject to the terms of any applicable Intercreditor Agreement, any amount received by the Administrative Agent or the Collateral Agent from any Loan Party (or from proceeds of any Collateral) following any acceleration of the Obligations under this Agreement or any Event of Default with respect to the Borrower under Section 7.01(h) or (i), in each case that is continuing, shall be applied: (i) first, ratably, to pay any fees, indemnities or expense reimbursements then due to the Administrative Agent or the Collateral Agent from the Borrower, (ii) second, 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, fees and payments then due to such parties, (iii) third, towards payment of other Obligations then due from the Borrower or any Loan Party hereunder or thereunder, ratably among the parties entitled thereto in accordance with the amounts of such Obligations then due to such parties and (iv) last, the balance, if any, after all of the Obligations have been paid in full, to the Borrower or as otherwise required by Requirements of Law.

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 Term Loan 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 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 (c), (i), (j), (aa) or (ll) 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. 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 (A) the Borrower, which consent will be deemed to have been given if the Borrower has not responded within ten (10) Business Days after the delivery of any request for such consent; provided, that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund (as defined below), or, in each case, if an Event of Default under Section 7.01(b), (c), (h) or (i) has occurred and is continuing, any other person; and (B) the Administrative Agent; provided, that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Term 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).

(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 in the case of Term Loans, 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 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 except in accordance with Section 9.04(i).

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) bona fide competitors of the Borrower and any Affiliates of such bona fide competitors identified in writing from time to time to the Administrative Agent (excluding any Affiliate that is a bona fide debt fund) except to the extent the prior written consent of the Borrower is obtained (in its sole discretion)] 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 Term Loan 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), or (II) 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) Notwithstanding anything to the contrary in this Agreement, including Section 2.18(c) (which provisions shall not be applicable to clauses (i) or (j) of this Section 9.04), any of Holdings or its Subsidiaries, including the Borrower, may purchase by way of assignment and become an Assignee with respect to Term Loans at any time and from time to time from Lenders in accordance with Section 9.04(b) hereof (each, a "Permitted Loan Purchase"); provided that, in respect of any Permitted Loan Purchase, (A) no Permitted Loan Purchase shall be made for any consideration other than solely cash, (B) upon consummation of any such Permitted Loan Purchase, the Loans purchased pursuant thereto shall be deemed to be automatically and immediately cancelled and extinguished in accordance with Section 9.04(j), (C) in connection with any such Permitted Loan Purchase, any of Holdings or its Subsidiaries, including the Borrower and such Lender that is the assignor (an "Assignor") shall execute and deliver to the Administrative Agent a Permitted Loan Purchase Assignment and Acceptance (and for the avoidance of doubt, (x) shall make the representations and warranties set forth in the Permitted Loan Purchase Assignment and Acceptance and (y) shall not be required to execute and deliver an Assignment and Acceptance pursuant to Section 9.04(b)(ii)(B)) and shall otherwise comply with the conditions to assignments under this Section 9.04 and (D) no Default or Event of Default would exist immediately after giving effect on a Pro Forma Basis to such Permitted Loan Purchase.

(j) Each Permitted Loan Purchase shall, for purposes of this Agreement be deemed to be an automatic and immediate cancellation and extinguishment of such Term Loans and the Borrower shall, upon consummation of any Permitted Loan Purchase, notify the Administrative Agent that the Register be updated to record such event as if it were a prepayment of such Loans.

Section 9.05 Expenses; Indemnity. (a) The Borrower agrees to pay (i) all reasonable and documented out-of-pocket expenses (including Other Taxes) incurred by the Administrative Agent or the Collateral Agent in connection with the preparation of this Agreement and the other Loan Documents, or by the Administrative Agent or the Collateral Agent in connection with the administration of this Agreement and any amendments, modifications or waivers of the provisions hereof or thereof, including the reasonable fees, charges and disbursements of [Davis Polk & Wardwell LLP], counsel for the Administrative Agent and the Collateral Agent, and, if necessary, the reasonable fees, charges and disbursements of one local counsel per jurisdiction, (ii) all reasonable and documented out-of-pocket expenses (including Other Taxes) incurred by the Lenders in connection with the preparation of this Agreement and the other Loan Documents and any amendments, modifications or waivers of the provisions hereof or thereof, including the reasonable fees, charges and disbursements of the Term Loan Lender Advisors, and, if necessary, the reasonable fees, charges and disbursements of one local counsel per jurisdiction, and (iii) all reasonable and documented out-of-pocket expenses (including Other Taxes) incurred by the Agents in connection with the enforcement of their rights in connection with this Agreement and the other Loan Documents, in connection with the Loans made hereunder, including the fees, charges

and disbursements of a single counsel for all such persons, taken as a whole, and, if necessary, a single local counsel in each appropriate jurisdiction for all such persons, taken as a whole (and, in the case of an actual or perceived conflict of interest where such person 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 person) and (iv) all reasonable and documented out-of-pocket expenses (including Other Taxes) incurred by [any Lender] in connection with the enforcement of their rights in connection with this Agreement and the other Loan Documents, in connection with the Loans made hereunder, including the fees, charges and disbursements the Term Loan Lender Advisors, and, if necessary, a single local counsel in each appropriate jurisdiction for all such persons, taken as a whole (and, in the case of an actual or perceived conflict of interest where such person 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 person). Notwithstanding anything to the contrary, in no event shall the Borrower be required to pay for the expenses of more than one local counsel in a given jurisdiction.

(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 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. All amounts due under this Section 9.05 shall be payable within 15 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. 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. 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 (y) pursuant to an agreement or agreements in writing entered into by Holdings, the Borrower and the Required Lenders [(or, 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) 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 or waive any Term Loan Installment Date or reduce the amount due on any Term Loan Installment Date or 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 7.02 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) 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,

(vii) 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 (a) without the prior written consent of each Lender directly and adversely affected thereby [or (b) solely in the case of subordination, pursuant to a Permitted Revolving Facility permitted by this Agreement as in effect on the Closing Date and approved by the Required Lenders],

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.

(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, to include holders of Other First Liens in the benefit of the Security Documents in connection with the incurrence of any Other First Lien Debt 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 (A) to integrate revolving commitments constituting a Permitted Revolving Credit Facility or (B) 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 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 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. 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 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 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, and (viii) any property upon such property becoming Excluded Property. 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 each 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 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 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 or any Affiliate of the foregoing. Each Lender and any Affiliate thereof may accept fees and other consideration from Holdings, the Borrower 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 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 or an Affiliate thereof or may have directly or indirectly extended credit on a subordinated basis to Holdings, the Borrower 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 or an Affiliate thereof.

[Signature pages follow]

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:
Title:

AURORA BOREALIS B.V., as Holdings

By: _____
Name:
Title:

[ ], as Administrative Agent and Collateral Agent

By: _____
Name:
Title:

[ ], as a Lender

By: _____
Name:
Title:

Exhibit B

Exit Revolving/Factoring Debt Documents

PLEASE TAKE NOTICE that certain documents, or portions thereof, remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors and such applicable interested parties reserve all of their respective rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, with respect to the final form of such documents and to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Court.

On or as soon as reasonably practicable after the Plan Effective Date, the Reorganized Debtors will enter into the Exit Revolving/Factoring Debt Facility, which may take the form of (a) the existing Receivables Factoring Facility (if such facility is reinstated on the Plan Effective Date), (b) a new receivables factoring facility with the same obligors as the existing Receivables Factoring Facility, and/or (c) a new revolving credit facility or asset-based lending facility, in each case on terms reasonably acceptable to the Debtors and the Required Consenting First Lien Lenders.

The Debtors expect that the existing Receivables Factoring Facility will remain in place on the Plan Effective Date; however, the terms are subject to continuing negotiations between the Debtors, Credit Agricole, and the Required Consenting First Lien Lenders, and all such interested parties reserve all of their respective rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, with respect to the final form of the documents governing the reinstated Receivables Factoring Facility (the "***Reinstated Factoring Facility Documents***"). The agreement governing the existing Receivables Factoring Facility is filed as Exhibit C to the *Motion of Debtors for Entry of Interim and Final Orders (A) Authorizing Certain Debtors to Continue Factoring Their Receivables Under the Factoring Agreement Consistent with their Prepetition Practices and (B) Granting Related Relief* [Docket No. 29]. To the extent material amendments or modifications are made to the Reinstated Factoring Facility Documents, the Debtors will file a redline version with this Court.

Additionally, the Debtors may seek additional commitments to fund the Exit Revolving/Factoring Debt Facility prior to or following the Plan Effective Date. The Debtors and the applicable interested parties reserve all of their respective rights, subject to the terms and conditions set forth in the Plan and Restructuring Support Agreement, with respect to such additional commitments.

Exhibit C

TRANSACTION STEPS PLAN

PLEASE TAKE NOTICE that certain documents, or portions thereof, contained or referenced in this **Exhibit C** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors and such applicable interested parties reserve all of their respective rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, with respect to the final form of the Plan Supplement Documents and to amend, revise, or supplement the Plan Supplement, the Plan Supplement Documents, and any of the documents or designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Transaction Steps Plan

Pursuant to the *Joint Prepackaged Plan of Reorganization of Lumileds Holdings B.V. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code* Docket No. 24 (as may be amended, modified, or supplemented from time to time, the "**Plan**"),[1] the Debtors or Reorganized Debtors, as applicable, intend to implement the following transactions (the "**Transaction Steps**") on the Plan Effective Date.

The below description of Transaction Steps is intended only as a summary of the Transaction Steps and should be read in conjunction with the Plan. To the extent there is any inconsistency between this memorandum and the Plan, the Plan shall govern.

The Transaction Steps will be effectuated as follows.

On the Plan Effective Date, the following transactions will occur in the following order (unless otherwise indicated):

1. The Existing Co-Investment Interests in Aegletes will be cancelled and extinguished. The precise form of cancellation and payment of consideration is subject to further amendment, modification and supplement.

2. Pursuant to the Plan, a Contribution Agreement governed by Dutch law and a separate Assignment Agreement governed by New York law, Holders of First Lien Loan Claims will contribute or be deemed to contribute a portion of their First Lien Loan Claims (the "Contributed Claims") to Aegletes or New HoldCo in exchange for their Pro Rata share of 100% of New Common Equity to be issued by Aegletes or New HoldCo, subject to dilution by shares issued by Aegletes or New HoldCo in payment of the Participation Fee, the Exit Commitment Fee, and the Backstop Fee, and instruments to be issued by Aegletes or New HoldCo pursuant to the MIP. The Contributed Claims will have a value no less than the "nominal value" (as determined under applicable Dutch law) of the New Common Equity issued in exchange therefor, with any excess contributed as share premium.

3. In connection with the amendment and restatement of the First Lien Credit Agreement, (i) Holders will exchange or be deemed to exchange their remaining First Lien Loan Claims for their Pro Rata share of $125 million of the Exit First Lien Takeback Term Loans and (ii) the DIP Loans held by the DIP Lenders will convert into up to $275 million of Exit First Lien Converted Term Loans (such amount to be determined as described in the Plan).

4. The Backstop Parties will receive the Backstop Fee equal to 10.5% of the New Common Equity (subject to dilution by the MIP) and the DIP Lenders will receive (i) the Participation Fee equal to 36.7% of the New Common Equity (subject to dilution by the

[1] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Plan or Disclosure Statement, as the case may be.

MIP) and (ii) the Exit Commitment Fee equal to 10.5% of the New Common Equity (subject to dilution by the MIP).

5. The Intercompany Interests in Aegletes held by Coöperatief will be cancelled and extinguished. The precise form of cancellation and payment of consideration is subject to further amendment, modification and supplement.

6. The Existing Interests in Coöperatief will be cancelled and extinguished. The precise form of cancellation and payment of consideration is subject to further amendment, modification and supplement.

7. Pursuant to a Contribution Agreement governed by Dutch law and a separate Assignment Agreement governed by New York law, Aegletes (if applicable, following a contribution of Contributed Claims by New HoldCo to Aegletes) will contribute the Contributed Claims to Aurora Borealis against the issuance of share capital and the Contributed Claims will have a value no less than the "nominal value" (as determined under applicable Dutch law) of the Aurora Borealis issued share capital, with any excess contributed as share premium.

8. Pursuant to a Contribution Agreement governed by Dutch law and a separate Assignment Agreement governed by New York law, Aurora Borealis will contribute the Contributed Claims to Bright Bidco against the issuance of share capital and the Contributed Claims will have a value no less than the "nominal value" (as determined under applicable Dutch law) of the Bright Bidco issued share capital, with any excess contributed as share premium. The Contributed Claims will cease to exist as a result of merger of capacities (*gaat door vermenging teniet*), provided that the loan agreements do not prohibit set-off.

Additional Considerations:

9. Within 120 days following the Plan Effective Date, the New Board will adopt and implement a MIP that will dilute all of the New Common Equity Interests equally and reserve up to 10% of the New Common Equity on a fully diluted basis, as of the Plan Effective Date, for issuance as awards thereunder.

10. The transactions set forth above are subject to amendment, modification and supplement, including the possibility of certain transactions related to a New HoldCo as agreed upon by the Company parties and the Required Consenting First Lien Lenders.

11. The allocation of First Lien Loan Claims between New Common Equity and Exit First Lien Takeback Term Loans in paragraphs 2 and 3 is to be determined and will be communicated to Holders of First Lien Loan Claims.

Exhibit D

AMENDED/NEW ORGANIZATIONAL DOCUMENTS

PLEASE TAKE NOTICE that certain documents, or portions thereof, contained or referenced in this **Exhibit D** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors and such applicable interested parties reserve all of their respective rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, with respect to the final form of the Plan Supplement Documents and to amend, revise, or supplement the Plan Supplement, the Plan Supplement Documents, and any of the documents or designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Draft dated 12 September 2022 – for discussion purposes only

IMPORTANT NOTE:

THIS DOCUMENT IS NOT IN AGREED FORM AS BETWEEN THE DEBTORS AND THE AD HOC FIRST LIEN TERM LENDER GROUP (AS DEFINED IN THE PLAN). THIS DOCUMENT IS ONLY BEING FILED TO SATISFY THE REQUIREMENT TO FILEIT BY THE PLAN SUPPLEMENT DEADLINE OF SEPTEMBER 12, 2022. THIS DOCUMENT IS SUBJECT TO FEDERAL RULE OF EVIDENCE 408 AND THE CONSENT RIGHTS OF THE DEBTORS AND THE SUPPORTING TERM LENDERS (AS DEFINED IN THE PLAN) UNDER THE RESTRUCTURING SUPPORT TERM LENDERS JOINDER AGREEMENT (AS DEFINED IN THE PLAN). EXCEPT FOR ANY PREVIOUSLY AGREED LANGUAGE, ANY LANGUAGE HEREIN THAT IS NOT SPECIFICALLY BRACKETED OR CAVEATED SHALL NOT BE CONSTRUED AS A WAIVER OF ANY RIGHTS OF, OR ACCEPTANCE BY, THE DEBTORS, ANY MEMBER OF THE AD HOC FIRST LIEN TERM LENDER GROUP OR ANY SUPPORTING TERM LENDER. THIS DOCUMENT REMAINS SUBJECT TO THE FULL REVIEW AND COMMENT OF THE DEBTORS, THE AD HOC TERM LENDER GROUP AND THE SUPPORTING TERM LENDERS AND THEIR RESPECTIVE ADVISORS AND WILL LIKELY UNDERGO SUBSTANTIAL SUBSEQUENT REVISION.

NOTE ABOUT TRANSLATION:

This document is an English translation of a deed (to be) executed in the Dutch language. In preparing this document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. The definitions in article 1.1 of this document are listed in the English alphabetical order which may differ from the Dutch alphabetical order. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law. In this translation, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

AMENDMENT TO THE ARTICLES OF ASSOCIATION

(*Aegletes B.V.*)[1]

[1] **Note to Draft**: These draft Articles have been prepared on the assumption that Aegletes B.V. is "Reorganized Aegletes" following consummation of the reorganization. In the event that, pursuant to ongoing tax analyses, it is determined that Reorganized Aegletes is to be an entity of a different jurisdiction/type, the substance of these draft Articles is to be incorporated into the relevant organizational documents for such other entity (except as may otherwise be required to take into account the laws of such other jurisdiction).

This ● day of ● two thousand twenty-two, there appeared before me, Freek Hilberdink, civil law notary officiating in Amsterdam, the Netherlands: [●*employee of Loyens & Loeff N.V.*], with office address at Parnassusweg 300, 1081 LC Amsterdam, the Netherlands.

The person appearing declared the following:

on the ● day of ● two thousand twenty-two the general meeting of **Aegletes B.V.**, a private limited liability company under Dutch law, having its official seat in Amsterdam, the Netherlands, and with address at Evert van de Beekstraat 1, The Base, Tower B5 unit 107, 1118 CL Schiphol, the Netherlands, registered with the Dutch trade register under number 68503164 (**Company**), resolved to amend and completely readopt the articles of association of the Company, as well as to authorise the person appearing to have this deed executed. The adoption of such resolutions is evidenced by a copy of a shareholders' resolution, which shall be attached to this deed (***Annex***).

The articles of association of the Company were established at the incorporation of the Company, by a notarial deed, executed on the sixth day of April two thousand seventeen before a deputy of M. Bijkerk, at that time civil law notary officiating in Amsterdam, the Netherlands. The articles of association of the Company have most recently been amended by a notarial deed, executed on the fourteenth day of September two thousand seventeen, before M. Bijkerk, at that time civil law notary officiating in Amsterdam, the Netherlands.

In implementing the aforementioned resolution, the articles of association of the Company are hereby amended and completely readopted as follows:[2]

ARTICLES OF ASSOCIATION:

1 Definitions

1.1 In these articles of association the following words shall have the following meanings:

Business Day: any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in New York, New York, United States of America or in Amsterdam, the Netherlands;

Company: the private limited liability company, the organisation of which is laid down in these articles of association;

Company Body: the Management Board or the General Meeting;

Default Notice: has the meaning assigned thereto in Article 7.1;

Defaulting Shareholder: has the meaning assigned thereto in Article 7.1;

Depositary Receipt: a depositary receipt for a Share;

Equity Incentive Plan: an incentive equity plan for the Company's Management Board members, officers or employees to be established by the Management Board, and, to the extent required, adopted by the General Meeting, pursuant to which Shares shall be issuable, or any amendment thereof;

General Meeting: the general meeting of the Company;

Inability: inability as referred to in Section 2:244 paragraph 4 of the Dutch Civil

[2] **Note to Draft**: These Articles to be revised, as appropriate, if it is ultimately determined to use a STAK shareholding structure. In such event, the STAK will become the sole shareholder of the Company and certain provisions relating to the Company's multiple shareholders will be revised accordingly.

Code, including the event that the relevant person claims inability for a certain period of time in writing;

in writing: by letter, e-mail, or by a legible and reproducible message otherwise electronically sent, provided that the identity of the sender can be sufficiently established;

Initial Public Offering: (i) an initial firm commitment underwritten public offering of Shares consummated for cash and registered under the Securities Act of 1933, as amended, (other than a registration statement on Form S-4 or Form S-8 (or any similar or successor form)) pursuant to which the Shares are sold and concurrently listed on a national securities exchange in the United States of America or (ii) a direct listing, following which the Shares are listed on a national securities exchange in the United States of America;

Management Board: the management board of the Company;

Meeting Right: the right to attend the General Meeting and to address the meeting in person or through a representative authorised in writing, and the other rights designated by law to holders of depositary receipts for shares to which meeting right is attached;

Non-Voting Shares: a Share without any voting rights in the General Meeting;

Person with Meeting Right: a Shareholder, a holder of one or more Depositary Receipts with Meeting Right and any usufructuary or pledgee with voting rights in respect of one or more Shares or Meeting Right;

Quality Requirement: the Quality Requirement which applies to Shareholders as stated in Article 6;

Share: a share in the capital of the Company;

Shareholder: a holder of one or more Shares;

Shareholders' Agreement: the agreement relating to the holding of Shares entered into by, among others, the Shareholders and the Company, on the ● day of ● two thousand twenty-two, setting out the rights and obligations of the Shareholders towards each other and the Company, as amended and/or restated from time to time; and

Subsidiary: a subsidiary of the Company within the meaning of Section 2:24a of the Dutch Civil Code.

1.2 References to Articles shall be deemed to refer to articles of these articles of association, unless the contrary is apparent.

2 Name and official seat

2.1 The Company's name is:

Aegletes B.V.

2.2 The official seat of the Company is in Amsterdam, the Netherlands.

3 Objects

3.1 The objects of the Company are:

(a) to incorporate, to participate in any way whatsoever in, to manage, to supervise businesses and companies;

(b) to finance businesses and companies;

(c) to borrow, to lend and to raise funds, including the issue of bonds, promissory notes or other securities or evidence of indebtedness as well as to enter into

agreements in connection with aforementioned activities;

(d) to render advice and services to businesses and companies with which the Company forms a group and to third parties;

(e) to grant guarantees, to bind the Company and to pledge its assets for obligations of the Company, group companies and/or third parties;

(f) to acquire, alienate, manage and exploit registered property and items of property in general;

(g) to trade in currencies, securities and items of property in general;

(h) to develop and trade in patents, trade marks, licenses, know-how and other intellectual and industrial property rights; and

(i) to perform any and all activities of an industrial, financial or commercial nature, and to do all that is connected therewith or may be conducive thereto, all to be interpreted in the broadest sense.

4 Capital

4.1 The nominal value of each Share equals one United States Dollar cent (USD 0.01).

4.2 All Shares shall be registered. No share certificates shall be issued.

4.3 The Company does not have Non-Voting Shares, in compliance with Section 1123(a)(6) of the United States Code (11 U.S.C. § 1123(a)(6)).

5 Register

The Management Board shall keep a register with the names and addresses of all Shareholders, pledgees, usufructuaries and holders of Depositary Receipts with Meeting Right.

6 Quality Requirement

6.1 Shares may only be held by the Company, an acquirer of the entire issued capital of the Company and/or persons (natural persons and legal entities) that are a party to the Shareholders' Agreement, provided that this Quality Requirement shall only apply with effect as per the Shareholders' Agreement becoming effective and shall no longer apply upon termination of the Shareholders' Agreement in accordance with its terms.

6.2 If and as long as a Shareholder does not meet the Quality Requirement, the rights attached to such Shareholder's Shares (including Meeting Rights, voting rights and entitlement to distributions) will be suspended until (i) the Shareholder meets the Quality Requirement or (ii) the Quality Requirement no longer applies due to the Shareholders' Agreement being terminated. The foregoing shall not apply if this results in a situation whereby no votes can be cast at a General Meeting.

7 [Obligation to offer for Defaulting Shareholders

7.1 Any Shareholder (**Defaulting Shareholder**) (i) who does not meet the Quality Requirement of Article 6.1, and/or (ii) to whom Article 7.2 applies, in each case as to be solely determined in good faith by the Management Board, acting reasonably, and communicated in writing by the Company to the Defaulting Shareholder (**Default Notice**), shall transfer all of its Shares, in accordance with Articles 8.1 and 8.2.

7.2 The Default Notice shall also:

(a) indicate whether the relevant Shares should be transferred to the Company or to one or more other transferees designated in writing by the Management Board who meet the Quality Requirement under Article 6.1; and

(b) confirm that the Company or the transferee(s) designated pursuant to Article 7.2(a), as applicable, are willing to acquire the relevant Shares against payment of the price established in accordance with Article 8.1.

7.3 If any Shareholder attempts to transfer Shares in a manner which is not permitted pursuant to the Shareholders' Agreement and/or refuses to transfer Shares as and when required pursuant to the Shareholders' Agreement, then such Shareholder shall be a Defaulting Shareholder within the meaning of Article 7.1.

8 Offer Procedure

8.1 A Defaulting Shareholder shall within thirty (30) days following receipt of the Default Notice transfer its Shares to the Company or to the transferee(s) designated pursuant to Article 7.2(a), as applicable, against payment of a price equal to the aggregate nominal value of those Shares, unless another price has been agreed upon by and between the Defaulting Shareholder and the relevant transferee(s), in which case the transfer shall take place for such other price.

8.2 If a Defaulting Shareholder does not meet its obligation to transfer its Shares within the term set out in Article 8.1, the Company shall unconditionally and irrevocably be authorized to transfer such Defaulting Shareholder's Shares to the Company or the transferee(s) designated pursuant to Article 7.2(a), as applicable. If the Company proceeds with such transfer, the Management Board shall immediately give notice thereof to the Defaulting Shareholder. If the Company effectuates the transfer, the Company is entitled to accept the purchase price for the relevant Shares on behalf of the Defaulting Shareholder, under the obligation to forward the purchase price to the Defaulting Shareholder, after deduction of the expenses chargeable to it, at the latest ten (10) days after receipt of the bank account details designated by the Defaulting Shareholder for this purpose.

8.3 If (and for as long as) a Defaulting Shareholder does not meet the Quality Requirement of Article 6.1 and/or if (and for as long as) a Defaulting Shareholder fails to comply with the obligation to transfer its Shares pursuant to Articles 8.1 and 8.2, the voting rights, the rights to receive dividends, payments, repayments or any other distributions from the Company and the Meeting Right attaching to any and all Shares held by such Defaulting Shareholder shall be suspended. A suspension of rights shall no longer be applicable, in case the suspension has the result that none of the Shareholders is able to exercise its voting rights.

8.4 When determining the aggregate amount of the issued capital of the Company to be represented at a General Meeting, the aggregate nominal value of Shares for which voting rights are suspended shall not be taken into account.][3]

9 Shareholders' Agreement

[3] **Note to Draft**: Subject to further review and revision.

9.1 The Shareholders' Agreement may contain contractual arrangements between the Shareholders to which the parties to such Shareholders' Agreement are contractually bound, including but not limited to (i) provisions in respect of the issuance (and pre-emption rights) or transfer of Shares, (ii) certain governance aspects of the Company, such as appointment rights with respect to, and decision-making of, the Management Board and the General Meeting, (iii) appointment of the chairperson of the Management Board. The parties to the Shareholders' Agreement are, for as long as the Shareholders' Agreement is in full force and effect, contractually obligated to comply with any and all rights, obligations and/or restrictions set out in the Shareholders' Agreement.

10 Issuance of Shares

10.1 Shares shall be issued pursuant to a resolution of the General Meeting. The General Meeting may transfer this authority to the Management Board and may also revoke such transfer.

10.2 A resolution to issue Shares shall stipulate the issue price and the other conditions.

10.3 [Shareholders shall not have a right of pre-emption upon an issuance of Shares.] / [Upon issuance of Shares, each Shareholder shall have a right of pre-emption in proportion to the aggregate nominal value of his Shares, however, prior to each issuance of Shares, the right of pre-emption may be limited or excluded by the Company Body competent to issue such Shares.][4]

10.4 [The provisions of this Article 10 shall apply by analogy to the granting of rights to subscribe for Shares, but shall not apply to the issuance of Shares to a person exercising a right to subscribe for Shares previously granted.]

10.5 The issue of a Share shall require a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the issuance shall be parties.

10.6 The full nominal value of each Share must be paid in upon issuance.

11 Own Shares and reduction of the issued capital

11.1 Fully paid in own Shares or Depositary Receipts shall be acquired pursuant to a resolution of the Management Board, in addition to which a resolution to acquire Shares or Depositary Receipts for a consideration shall be subject to approval of the General Meeting.

11.2 The General Meeting may resolve to reduce the Company's issued capital.

12 Transfer of Shares

12.1 The transfer of a Share shall require a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the transfer shall be parties.

12.2 Unless the Company itself is party to the legal act, the rights attributable to any Share can only be exercised after the Company has acknowledged said transfer or said deed has been served upon it in accordance with the provisions of the law.

13 No Share transfer restrictions

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[4] **Note to Draft**: Applicability of statutory preemptive rights scheme to be determined. Preemptive rights provisions to be revised based on Shareholders Agreement and jurisdiction of formation.

13.1 In deviation of Section 2:195 of the Dutch Civil Code, the transfer of one or more Shares is not subject to any restriction.

13.2 The contractual arrangements provided in the Shareholders' Agreement in respect of the transferability of Shares and to which the parties to the Shareholders' Agreement are bound do not constitute a transfer restriction within the meaning of Section 2:195 of the Dutch Civil Code.

14 Pledge and usufruct

14.1 The provisions of Article 14 shall apply by analogy to the pledging of Shares and to the creation or transfer of a usufruct in Shares.

14.2 The voting rights attributable to a Share may be assigned to the pledgee or the usufructuary with the approval of the General Meeting and otherwise with due observance of the provisions of the law.

14.3 Any pledgee or usufructuary with voting rights on Shares shall also have Meeting Right. Meeting Right may also be granted to the pledgee or usufructuary without voting rights on Shares with the approval of the General Meeting and otherwise with due observance of the provisions of the law.

15 Depositary Receipts

15.1 The General Meeting has the authority to attach Meeting Right to Depositary Receipts. The General Meeting also has the authority to deprive Depositary Receipts of Meeting Right, provided that this authority has been reserved at the time the Meeting Right is attached, or with the consent of the relevant Depositary Receipts holder(s).

15.2 The transfer of a Depositary Receipt shall require a deed for that purpose to which those involved in the transfer shall be parties.

15.3 Unless the Company itself is party to the legal act, the Meeting Right attached to a Depositary Receipt can only be exercised after the Company has acknowledged said transfer or said deed has been served upon it in accordance with the provisions of the law.

16 Management Board members

16.1 The Management Board shall consist of one or more members A and one or more members B. The number of Management Board members shall be determined by the General Meeting, provided that the number of members A shall, at all times, equal the number of members B. Both individuals and legal entities can be Management Board members.

16.2 Management Board members are appointed by the General Meeting. Upon appointment, the General Meeting shall designate the title of Management Board member A or Management Board member B to a Management Board member.

16.3 A Management Board member may be suspended or dismissed by the General Meeting at any time.

16.4 The authority to establish a remuneration and other conditions of employment for Management Board members is vested in the General Meeting.

17 Duties and decision-making of the Management Board

17.1 The Management Board shall be entrusted with the management of the Company. In performing their duties the Management Board members shall act

in accordance with the interests of the Company and the enterprise connected with it.

17.2 The Management Board shall elect a chairperson from among its midst.

17.3 All resolutions of the Management Board shall be adopted by more than half of the votes cast in a meeting in which at least one (1) Management Board member A and one (1) Management Board member B is present or represented. Aforesaid quorum does not apply if all Management Board members of a certain class are excluded from participation in deliberations and the decision-making process due to a personal conflict of interest as referred to in Article 17.8.

17.4 If the number of Management Board members A entitled to vote is equal to the number of Management Board members B entitled to vote, each Management Board member may cast one (1) vote. In other situations, each Management Board member A entitled to vote is entitled to cast a number of votes that equals the number of Management Board members B entitled to vote present or represented and vice versa.[5]

17.5 If there is a tie in voting, the decision shall be referred to the General Meeting.

17.6 Management Board resolutions may be adopted outside of a meeting, in writing or otherwise, provided that the proposal concerned is submitted to all Management Board members then in office and none of them objects to this manner of adopting resolutions.

17.7 The Management Board may establish further rules regarding its decision-making process and working methods. In this context, the Management Board may also determine the duties for which each Management Board member in particular shall be responsible. The General Meeting may decide that such rules and allocation of duties must be put in writing and that such rules and allocation of duties shall be subject to its approval.

17.8 A Management Board member shall not participate in deliberations and the decision-making process in the event of a direct or indirect personal conflict of interest between that Management Board member and the Company and the enterprise connected with it. If there is such a personal conflict of interest in respect of all Management Board members, the preceding sentence does not apply and the Management Board shall maintain its authority, without prejudice to the provisions of Article 18.1.

17.9 Management Board meetings shall be held in the Netherlands at a place to be mentioned in the convening notice of the meeting. As an exception, if the interests of the Company specifically require and none of the members of the Management Board have raised an objection, the Management Board may conduct meetings by telephone or by any other means which will enable each member of the Management Board:

(a) to hear or otherwise receive simultaneous communications made by each of the other members of the Management Board participating in the meeting; and

[5] Note to Draft: Subject to update to board management consistent with shareholders agreement.

(b) to address or otherwise communicate simultaneously with all of the other members of the Management Board participating in the meeting, even if all the members of the Management Board are not physically present in the same place,

the above with the exception of the members of the Management Board that have reported a conflict of interest pursuant to article 15.8, unless all members of the Management Board have a conflict of interest.

If a technological link fails, the Management Board meeting will be suspended or postponed until the failure is solved.

17.10 The Management Board shall hold regularly scheduled meetings at least quarterly. Additional meetings of the Board may be called by the chairperson or any two (2) Management Board members on not less than two (2) Business Days' prior written notice to the other Management Board members (it being understood that if any such meeting is delayed due to a failure of a quorum of the Management Board to be present, any subsequent meeting may be held on not less than twenty-four (24) hours' notice).

18 Approval of Management Board resolutions

18.1 Without prejudice to any other applicable provisions of the law or these articles of association, the following resolutions by the Management Board shall require the prior approval of the General Meeting:

(a) the transfer of all or substantially all of the Company's assets;

(b) material changes in the principal lines of business of the Company or any Subsidiary;

(c) any reorganization or restructuring of the Company as a result of which the Shareholders hold less than fifty percent (50%) of the voting rights in the General Meeting;

(d) the issuance or granting of any equity securities including, but not limited to, the right to acquire Shares (other than [(i)] issuances or grants of equity securities to any Subsidiary[and (ii) issuances pursuant to the exercise of pre-emptive rights]);

(e) repurchase of Shares, not including a repurchase of Shares from former [Management Board members,]employees, officers or managers of the Company or any Subsidiary in connection with the cessation of such employment or service at no greater than the original purchase price thereof and, in each case, in accordance with an Equity Incentive Plan;

(f) implement any compensation agreement or benefit plan, or make any material amendment thereto (it being understood that any amendment which would increase the pool of Shares or other equity securities issued or issuable pursuant to any such agreements or plans in excess of the amount of Shares set forth in the Equity Incentive Plan hereunder shall be deemed a material amendment);

(g) consummate an Initial Public Offering or list any securities of the Company or any Subsidiary;

(h) exercising voting rights with respect to shares held by the Company in respect of (i) any of the subjects mentioned in sub (d) of this paragraph

16.1 and (ii) an issue of shares in the capital of a Subsidiary, not including an issue of shares to the Company or any wholly-owned Subsidiary.

18.2 Without prejudice to Article 18.1, the General Meeting may require certain additional Management Board resolutions to be subject to its approval. The Management Board shall be notified in writing of such resolutions, which shall be clearly specified.

18.3 A resolution of the Management Board with respect to a matter involving a direct or indirect personal conflict of interest between one or more Management Board members and the Company and the enterprise connected with it shall be subject to the approval of the General Meeting.

18.4 The Management Board may enter into the legal acts referred to in Section 2:204 of the Dutch Civil Code without the prior approval of the General Meeting.

18.5 The absence of approval by the General Meeting of a resolution as referred to in this Article 18 shall not affect the authority of the Management Board or its members to represent the Company.

19 Representation

19.1 The Company shall be represented by the Management Board. A Management Board member A and a Management Board member B, acting jointly, shall also be authorised to represent the Company.

19.2 The Management Board may appoint officers with general or limited power to represent the Company. Each officer shall be competent to represent the Company, subject to the restrictions imposed on him. The Management Board shall determine each officer's title. Such officers may be registered with the Dutch trade register, indicating the scope of their power to represent the Company.

20 Vacancy or Inability of the Management Board members

20.1 If a seat on the Management Board is vacant or upon the Inability of a Management Board member, the remaining Management Board members shall temporarily be entrusted with the management of the Company, provided that at least one (1) Management Board member A and one (1) Management Board member B are not absent or prevented from performing their duties.

20.2 If all Management Board members of a certain class are absent or prevented from performing their duties, the person designated for that purpose by the General Meeting shall temporarily be entrusted with the management of the Company together with all Management Board members or the sole Management Board member of the other class.

20.3 If all seats on the Management Board are vacant or upon the Inability of all Management Board members or the sole Management Board member, the management of the Company shall temporarily be entrusted to one or more persons designated for that purpose by the General Meeting.

21 Committees

21.1 The Management Board may establish such committees as it may deem necessary which committees may consist of one (1) or more Management

Board members or others. The Management Board appoints the members of each committee.

21.2 The Management Board determines the task of each committee and the Management Board may at any time change the duties and the composition of each committee.

21.3 The composition, duties and organisation of the committees shall be further laid down in rules as referred to in Article 17.7.

22 Financial year and annual accounts

22.1 The Company's financial year shall be the calendar year.

22.2 Annually, not later than five (5) months after the end of the financial year, unless by reason of special circumstances this period is extended by the General Meeting by not more than five (5) months, the Management Board shall prepare annual accounts and deposit the same for inspection by the Shareholders at the Company's office.

22.3 Within the same period, the Management Board shall also deposit the management report for inspection by the Shareholders.

22.4 The annual accounts shall consist of a balance sheet, a profit and loss account and explanatory notes.

22.5 The annual accounts shall be signed by the Management Board members. If the signature of one or more of them is missing, this shall be stated and reasons for this omission shall be given.

22.6 The Company may, and if the law so requires shall, appoint an accountant to audit the annual accounts. Such appointment shall be made by the General Meeting.

22.7 The General Meeting shall adopt the annual accounts. Signing of the annual accounts by the Management Board members does not constitute as adoption by the General Meeting, not even when each Shareholder is also a Management Board member.

22.8 The General Meeting may grant full or limited discharge to the Management Board members for the management pursued.

22.9 The preceding provisions of this Article 22 shall not apply if Section 2:395a, Section 2:396 or Section 2:403 of the Dutch Civil Code applies to the Company and states otherwise.

23 Profits and distributions

23.1 The Management Board has the authority to allocate the profits determined by adoption of the annual accounts. If the Management Board does not adopt a resolution regarding the allocation of the profits prior to or at the latest immediately after the adoption of the annual accounts, the profits shall be reserved.

23.2 The Management Board has the authority to make distributions. If the Company is required by law to maintain reserves, this authority only applies to the extent that the equity exceeds these reserves. No resolution of the Management Board to distribute shall have effect without Management Board also explicitly providing its consent as referred to in Section 2:216 paragraph 2 of the Dutch Civil Code. The Management Board may withhold such consent only if it knows

or reasonably should expect that after the distribution, the Company will be unable to continue the payment of its due debts.

24 General Meeting

24.1 At least one (1) General Meeting, the annual General Meeting, shall be held or at least once a resolution shall be adopted in accordance with Article 30 during each financial year.

24.2 General Meetings shall be convened by and held as often as the Management Board deems such necessary. Notice of General Meetings may also be given by persons to whom voting rights to Shares accrue, representing in the aggregate at least half of the Company's issued capital.

24.3 One or more Persons with Meeting Right representing individually or jointly at least one per cent (1%) of the Company's issued capital may request the Management Board in writing to convene a General Meeting, stating specifically the subjects to be discussed. If the Management Board has taken insufficient action such that the meeting cannot be held within four (4) weeks after receipt of the request, the applicants shall be authorised to convene a meeting themselves.

25 Notice and venue of meetings

25.1 Notice of the meeting shall be given no later than on the eighth (8th) day before the date of the meeting.

25.2 The notice of the meeting shall specify the subjects to be discussed.

25.3 A subject for discussion of which discussion has been requested in writing not later than thirty (30) days before the day of the meeting by one or more Persons with Meeting Right who individually or jointly represent at least one per cent (1%) of the Company's issued capital, shall be included in the notice or shall be notified in the same way as the other subjects for discussion, provided that no important interest of the Company dictates otherwise.

25.4 The notice of the meeting shall be sent by letters to the addresses of the Persons with Meeting Right, shown in the register referred to in Article 5. Persons with Meeting Right may be sent notice of the meeting by means of a legible and reproducible message electronically sent to the address stated by them for this purpose to the Company.

25.5 General Meetings are held in the municipality in which, according to these articles of association, the Company has its official seat. General Meetings may also be held elsewhere, provided that all Persons with Meeting Right have consented to the place of the meeting and prior to the decision-making process, the Management Board members have been given the opportunity to render advice.

26 Admittance and Meeting Right

26.1 Each Person with Meeting Right shall be entitled to attend any General Meeting, to address that meeting and, if the voting rights accrue to such person, to exercise his voting rights. Persons with Meeting Right may be represented in a General Meeting by a proxy authorised in writing (which proxy may be submitted by electronic means).

26.2 The Management Board may resolve that the powers referred to in Article 26.1

may be exercised by means of electronic communication. If any Person with Meeting Right participates by means of electronic communication, it is required that the electronic communication allows for identification of such Person with Meeting Right, for such Person with Meeting Right to directly take notice of the proceedings in the meeting and for the casting of votes. Furthermore, it shall be required that the electronic communication allows for the Person with Meeting Right to participate in discussions in the meeting.

26.3 At a meeting, each Person with Meeting Right or such person's representative must sign the attendance list. The chairperson of the meeting may decide that the attendance list must also be signed by other persons present at the meeting.

26.4 The Management Board members shall have the right to give advice in the General Meetings.

26.5 The chairperson of the meeting shall decide on the admittance of other persons to the meeting.

27 Chairperson and secretary of the meeting

27.1 A Management Board member shall act as chairperson of a General Meeting, or, if no Management Board member is present at the meeting, the eldest person present at the meeting shall act as chairperson.

27.2 The chairperson of the meeting shall appoint a secretary for the meeting.

28 Minutes and recording of shareholders' resolutions

28.1 The secretary of a General Meeting shall keep minutes of the proceedings at the meeting. The minutes shall be adopted by the chairperson and the secretary of the meeting and as evidence thereof shall be signed by them.

28.2 The Management Board shall keep record of all resolutions adopted by the General Meeting. If the Management Board is not represented at a meeting, the chairperson of the meeting or the chairperson's representative shall ensure that the Management Board is provided with a transcript of the resolutions adopted, as soon as possible after the meeting. The records shall be deposited at the Company's office for inspection by the Persons with Meeting Right. Each of them shall be provided with a copy of or an extract from the records upon request.

29 Resolutions

29.1 Each Share confers the right to cast one (1) vote.

29.2 To the extent that the law or these articles of association do not require a qualified majority, all resolutions of the General Meeting shall be adopted by more than half of the votes cast, in a meeting in which more than half of the issued and outstanding capital is present or represented.

29.3 Article 2:230 paragraph 3 of the Dutch Civil Code is not applicable to resolutions of the General Meeting.

29.4 If there is a tie in voting, the proposal shall be deemed to have been rejected.

29.5 If the formalities for convening and holding of General Meetings, as prescribed by law or these articles of association, have not been complied with, valid resolutions by the General Meeting may only be adopted in a meeting if all Persons with Meeting Right have consented to the decision-making process

taking place and prior to the decision-making process, Management Board members have been given the opportunity to render advice.

29.6 No voting rights may be exercised in the General Meeting for any Share held by the Company or a subsidiary, nor for any Share for which the Company or a subsidiary holds the Depositary Receipts. However, pledgees and usufructuaries of Shares owned by the Company or a subsidiary are not excluded from exercising the voting rights, if the right of pledge or the usufruct was created before that Share was owned by the Company or such subsidiary. The Company or a subsidiary may not exercise voting rights for a Share in which it holds a right of pledge or a usufruct.

30 Resolutions without holding meetings

30.1 Shareholders' resolutions may also be adopted in a manner other than at a meeting, provided that all Persons with Meeting Right have given consent to such decision-making process in writing. The votes shall be cast in writing. Prior to the adoption of resolutions, Management Board members shall be given the opportunity to render advice.

30.2 For the purposes of Article 30.1 the requirement of votes to be cast in writing shall also be met in case the resolution is recorded in writing or electronically, indicating the manner in which each vote is cast and such resolution is signed by all Persons with Meeting Right.

30.3 As soon as the Management Board is acquainted with the resolution it shall keep record thereof and add such record to those referred to in Article 28.2.

31 Amendment articles of association

The General Meeting may resolve to amend these articles of association. When a proposal to amend these articles of association is to be made at a General Meeting, this must be stated in the notice of such meeting. Simultaneously, a copy of the proposal, including the verbatim text thereof, shall be deposited and kept available at the Company's office for inspection by the Persons with Meeting Right, until the end of the meeting.

32 Dissolution and liquidation

32.1 The Company may be dissolved pursuant to a resolution to that effect by the General Meeting. When a proposal to dissolve the Company is to be made at a General Meeting this must be stated in the notice of such meeting.

32.2 If the Company is dissolved pursuant to a resolution of the General Meeting, the Management Board members shall become liquidators of the dissolved Company's property. The General Meeting may decide to appoint other persons as liquidators.

32.3 During liquidation, to the extent possible the provisions of these articles of association shall continue to apply.

32.4 The balance remaining after payment of the debts of the dissolved Company shall be transferred to the Shareholders in proportion to the aggregate nominal value of the Shares held by each.

33 Indemnification

33.1 The Company shall indemnify each current, future and former member of the Management Board and officer of the Company against all losses, damages

costs and expenses (including reasonably incurred and documented attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company or he or she reasonably believed to be not out of his or her mandate, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

33.2 Notwithstanding Article 33.1 hereof, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been finally determined pursuant to a final judgement that is not open to challenge or appeal by a Dutch court of competent jurisdiction to be liable for gross negligence or wilful misconduct in the performance of his or her duty to the Company.

33.3 Any indemnification by the Company referred to in Article 33.1 shall be made only (unless ordered by a court) if the member of the Management Board or officer of the Company, as applicable, is proper under the circumstances because he or she had met the applicable standard of conduct set forth in Article 33.1.

33.4 Expenses that any such person has incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Management Board to repay such amount, unless it shall ultimately be determined that such person is entitled to be indemnified by the Company as authorised in Article 33.1.

33.5 The Company shall have the authority to obtain customary directors and officers liability insurance.

33.6 A current, future or former member of the Management Board or officer of the Company shall not be entitled to any indemnification as mentioned in this Article 33, if and to the extent:

(a) a Dutch court, a judicial tribunal or, in case of an arbitration, an arbitrator has established by final judgement that is not open to challenge or appeal, that the acts or omissions of such person constitute gross negligence or wilful misconduct in the performance of his or her duty to the Company;

(b) the costs or the decrease in assets of such member of the Management Board or officer of the Company are/is covered by an insurance policy and the insurer thereunder has made full payment of such costs or the decrease in assets; or

(c) the Company and/or a company in the group brought a proceeding against such member of the Management Board or officer of the Company in respect of which such indemnification is being claimed by such member of the Management Board or officer of the Company before a Dutch court of competent jurisdiction.

End

The person appearing is known to me, civil law notary.
This deed was executed in Amsterdam, the Netherlands, on the date stated in the first paragraph of this deed. The contents of the deed have been stated and clarified to the person appearing. The person appearing has declared not to wish the deed to be fully read out, to have noted the contents of the deed timely before its execution and to agree with the contents. After limited reading, this deed was signed first by the person appearing and thereafter by me, civil law notary.

Draft: September 12, 2022 – for discussion purposes only[1]

ARTICLES OF ASSOCIATION

OF

[REORGANISED AEGLETES] LIMITED

Company No. _____

PRIVATE COMPANY LIMITED BY SHARES

Adopted by special resolution passed on _____ 2022

THIS DOCUMENT IS NOT IN AGREED FORM AS BETWEEN THE DEBTORS AND THE AD HOC FIRST LIEN TERM LENDER GROUP (AS DEFINED IN THE PLAN). THIS DOCUMENT IS ONLY BEING FILED TO SATISFY THE REQUIREMENT TO FILE IT BY THE PLAN SUPPLEMENT DEADLINE OF SEPTEMBER 12, 2022. THIS DOCUMENT IS SUBJECT TO FEDERAL RULE OF EVIDENCE 408 AND THE CONSENT RIGHTS OF THE DEBTORS AND THE SUPPORTING TERM LENDERS (AS DEFINED IN THE PLAN) UNDER THE RESTRUCTURING SUPPORT TERM LENDERS JOINDER AGREEMENT (AS DEFINED IN THE PLAN). EXCEPT FOR ANY PREVIOUSLY AGREED LANGUAGE, ANY LANGUAGE HEREIN THAT IS NOT SPECIFICALLY BRACKETED OR CAVEATED SHALL NOT BE CONSTRUED AS A WAIVER OF ANY RIGHTS OF, OR ACCEPTANCE BY, THE DEBTORS, ANY MEMBER OF THE AD HOC FIRST LIEN TERM LENDER GROUP OR ANY SUPPORTING TERM LENDER. THIS DOCUMENT REMAINS SUBJECT TO THE FULL REVIEW AND COMMENT OF THE DEBTORS, THE AD HOC TERM LENDER GROUP AND THE SUPPORTING TERM LENDERS AND THEIR RESPECTIVE ADVISORS AND WILL LIKELY UNDERGO SUBSTANTIAL SUBSEQUENT REVISION.

[1] **Note to draft**: This document is a draft and remains subject to finalisation of the tax structuring analysis for Reorganized Aegletes and any resulting changes to the Reorganized Aegletes Corporate Governance Term Sheet, including the jurisdiction of incorporation of the company and governing law of the shareholders' agreement.

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[2] **Note to draft**: Final articles to include other customary provisions, e.g. to deal with transmission, allotment of shares, disapplication of statutory pre-emption rights, directors interests, calculation of dividends, etc., in each case to the extent consistent with the Shareholders' Agreement (the "**SHA**").

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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the Articles, unless the context requires otherwise—

"**Articles**" means the Company's articles of association;

"**Bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of Bankruptcy;

"**Board**" means the board of Directors of the Company;

"**Business Day**" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in New York, New York or in [London, England][3];

"**Chairperson**" has the meaning given in Article 12;

"**Chairperson** of the meeting" has the meaning given in Article 39;

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

"**Director**" means a director of the Company, and includes any person occupying the position of director, by whatever name called;

"**Distribution Recipient**" has the meaning given in Article 31;

"**document**" includes, unless otherwise specified, any document sent or supplied in electronic form;

"**electronic form**" has the meaning given in section 1168 of the Companies Act 2006;

"**Fully Paid**" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been Paid to the Company;

"**hard copy form**" has the meaning given in section 1168 of the Companies Act 2006;

"**Holder**" in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares;

"**instrument**" means a document in hard copy form;

"**Interim Term**" has the meaning given in the Shareholders' Agreement;

"**Ordinary Resolution**" has the meaning given in section 282 of the Companies Act 2006;

"**Paid**" means paid or credited as paid;

"**participate**", in relation to a Directors' meeting, has the meaning given in Article 10;

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[3] **Note to draft**: Corresponding definition in the SHA to be updated if the final structure includes a UK Holdco.

"**Proxy Notice**" has the meaning given in Article 45;

"**Shareholder**" means a person who is the Holder of a share;

"**Shareholders' Agreement**" means the agreement entered into between the Shareholders and the Company on the date of these Articles, as amended, varied, modified and/or replaced from time to time;

"**Shares**" means ordinary shares of [£/$/€] [•] each in the share capital of the Company and such other equity securities issued or issuable from time to time [within the limits of the authorised share capital of the Company as provided for in the Articles][4];

"**Special Resolution**" has the meaning given in section 283 of the Companies Act 2006;[5]

"**Subsidiary**" has the meaning given in section 1159 of the Companies Act 2006;[6]

Unless the context requires otherwise:

(a) any pronoun used in the Articles shall include the corresponding masculine, feminine or neutral forms;

(b) references to Sections, Schedules, Exhibits, paragraphs and clauses refer to Sections, Schedules, Exhibits paragraphs and clauses of the Shareholders' Agreement;

(c) the terms "**include**", "**includes**", "**including**" or words of like import shall be deemed to be followed by the words "**without limitation**";

(d) the term "**or**" is not exclusive and shall have the inclusive meaning of "**and/or**";

(e) defined terms herein will apply equally to both the singular and plural forms, and derivative forms of defined terms will have correlative meanings;

(f) references to any law or statute shall be deemed to refer to such law or statute as amended or supplemented from time to time and shall include all rules and regulations and forms promulgated thereunder, and references to any law, rule, form or statute shall be construed as including any legal and statutory provisions, rules or forms consolidating, amending, succeeding or replacing the applicable law, rule, form or statute;

(g) references to any Person include such Person and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns;

(h) references to "**days**" are to calendar days unless otherwise indicated;

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[4] **Note to draft**: To be discussed if required.

[5] **Note to draft**: Given that UK articles can only be amended by Special Resolution (75%) and the term sheet provides that the Company's articles may be amended by shareholders holding a majority of the outstanding Shares, in the event that the Company is incorporated in the UK, language to be added to the SHA requiring all shareholders to vote in favour of an amendment to the articles that has previously been approved by shareholders holding a majority of the outstanding Shares.

[6] **Note to draft**: Corresponding definition in the SHA to be updated if the final structure includes a UK Holdco.

(i) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to the Articles, the date that is the reference date in calculating such period shall be excluded; and

(j) references to "**writing**" or "**written**" shall include electronic mail.

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

The model articles for private companies limited by shares contained in schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) as amended prior to the date of adoption of the Articles shall not apply to the Company.

Liability of members

2. The liability of the members is limited to the amount, if any, unpaid on the Shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

Directors' general authority

3. Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

Shareholders' reserve power

4.—(1) Subject to the Articles (and except as required by law), the Shareholders may, by ordinary resolution, direct the Directors to take, or refrain from taking, specified action.

(2) No such ordinary resolution invalidates anything which the Directors have done before the passing of the resolution.

5.—*(Intentionally left blank)*

Committees

6.—(1) Committees may be created by the Directors and will initially include a compensation committee and an audit committee.

(2) The Directors may make rules of procedure for all or any committees. Committees are permitted to act in any manner only to the extent authorized by the Directors.

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

7. The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 8.

Written resolutions

8.—(1) A decision of the Directors is taken in accordance with this Article when the majority of all eligible Directors indicate to each other in writing by any means that they share a common view on a matter.
(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
(3) References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
(4) A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

Calling a Directors' meeting

9.—(1) The Directors are required to hold regularly scheduled Directors' meetings no less frequently than quarterly.
(2) If meetings are required outside of the regularly scheduled meetings, the Chairperson or any two (2) Directors may convene a Directors' meeting on not less than two (2) Business Days' prior written notice to the Directors (it being understood that if any such meeting is delayed due to a failure of a quorum of the Board to be present, any subsequent meeting may be held on not less than twenty-four (24) hours' notice).
(3) Notice of any Directors' meeting must indicate—
(a) its proposed date and time;
(b) where it is to take place; and
(c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
(4) Notice of a Directors' meeting must be given to each director, but need not be in writing.
(5) Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven (7) days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in Directors' meetings

10.—(1) Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when—
(a) the meeting has been called and takes place in accordance with the Articles, and
(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
(2) In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any director is or how they communicate with each other.
(3) If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Quorum for Directors' meetings

11.—(1) At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
(2) The quorum for Directors' meetings shall be a majority of the Directors then in office at the time of the relevant meeting.
(3) If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision—

(a) to appoint further Directors in accordance with these Articles, or
(b) to call a general meeting so as to enable the Shareholders to appoint further Directors.

Chairing of Directors' meetings

12.—(1) The Directors may appoint a Director to chair their meetings in accordance with Section 2(l) (Chairperson) of the Shareholders' Agreement.

13.—(*Intentionally left blank*)

Conflicts of interest

14.—(1) Pursuant to section 175 of the Companies Act 2006, all Directors must avoid a situation in which he or she has, or can have, a direct or indirect conflict of interest that conflicts, or possibly may conflict, with the interests of the Company.
(2)No Director or officer of the Company or any of its Subsidiaries shall be permitted to participate in any corporate opportunity that could reasonably be expected to benefit the Company or any of its Subsidiaries based on their respective then-current business plans.
(3) No non-executive Director of the Company or any of its Subsidiaries shall be permitted to participate in any corporate opportunity, other than an Excluded Opportunity (as defined in Section 9(a) (Corporate Opportunities) of the Shareholders Agreement) and the restrictions set out in Section 9(b) (Related Party Transactions) of the Shareholders Agreement shall apply.
(4) If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
(5) Notwithstanding the general duty of the Directors to avoid conflicts of interest and Article 14(4), an interested Director is authorized to be counted as part of the quorum and for voting purposes in respect of any matters in which a situational conflict may arise by virtue of a Director's appointment by the Shareholders as a director of the Company if they are employees of, or otherwise connected to, the Shareholders or any Shareholder.
(5) Subject to paragraph (6), if a question arises at a meeting of Directors or of a committee of Directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairperson whose ruling in relation to any director other than the Chairperson is to be final and conclusive.
(6) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairperson, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Records of decisions to be kept

15. The Directors must ensure that the Company keeps a record, in writing, for at least ten (10) years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

16. Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

Methods of appointing Directors

17.—(1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director in accordance with the procedures set out in Section 2 of the Shareholders' Agreement.
(2) The requirements for the size and composition of the Board and the procedure for the appointment of Directors during the Interim Term and thereafter are set out in Section 2 of the Shareholders' Agreement.[7]

Termination of director's appointment

18.—(1) A person ceases to be a director as soon as—

(a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

(b) a Bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or

(e) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

(2) A person shall also cease to be a director in accordance with the provisions set out in Section 2(e) (Removal of Managers)[8] of the Shareholders' Agreement.

Directors' remuneration

19. Directors' remuneration will be approved by the Shareholders in a general meeting of the Company upon the written recommendation of the Board.

Directors' expenses

20. The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at—

(a) meetings of Directors or committees of Directors,

(b) general meetings, or

(c) separate meetings of the Holders of any class of Shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

All Shares to be Fully Paid up

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[7] **Note to draft**: The details of the size and composition of the board and method of appointment would need to be set out in full in the final articles.

[8] **Note to draft**: The provisions in the SHA regarding the removal of a manager would need to be replicated in full in the final articles. References to "Managers" in the SHA to be replaced with "Director" if the Company proceeds with an English Holdco structure.

21.—(1) No share is to be issued for less than the aggregate of its nominal value and any premium to be Paid to the Company in consideration for its issue.
(2) This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

Powers to issue different classes of share

22.—(1) Subject to the Articles and the pre-emption rights set out in Section (8) (Future Issuance of Shares; Preemptive Rights) of the Shareholders' Agreement[9], but without prejudice to the rights attached to any existing share, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution.
(2) The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.
(3) The Company shall not issue non-voting equity securities; provided, however, that the foregoing restriction shall (a) have no further force and effect beyond that required under Section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**"), (b) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Company, and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The prohibition on the issuance of non-voting equity securities is included in these articles of association in compliance with Section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. § 1123(a)(6)).

Company not bound by less than absolute interests

23. Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the Holder's absolute ownership of it and all the rights attaching to it.

Share certificates

24.—(1) The Company may issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
(2) Every certificate must specify—
(a) in respect of how many Shares, of what class, it is issued;
(b) the nominal value of those Shares;
(c) that the Shares are Fully Paid; and
(d) any distinguishing numbers assigned to them.
(3) No certificate may be issued in respect of Shares of more than one class.
(4) If more than one person holds a share, only one certificate may be issued in respect of it.
(5) Certificates must—
(a) have affixed to them the Company's common seal, or
(b) be otherwise executed in accordance with the Companies Acts.

Replacement share certificates

25.—(1) If a certificate issued in respect of a Shareholder's Shares is—
(a) damaged or defaced, or
(b) said to be lost, stolen or destroyed, that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

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[9] **Note to draft**: Full details of the pre-emption rights would need to be included in the final articles.

(2) A Shareholder exercising the right to be issued with such a replacement certificate—

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

Share transfers

26. Shares may only be transferred in accordance with, and are subject to the restrictions set out in, Section 4 (Transfer Restrictions) of the Shareholders' Agreement.[10]

Transmission of shares

27. —(1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
(2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
(3) The Company may retain any instrument of transfer which is registered.
(4) The transferor remains the Holder of a share until the transferee's name is entered in the register of members as Holder of it.
(5) The Directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

Drag-Along and Tag-Along Rights

28. The Company and Holders are subject to the transfer rights and restrictions set out in Section 5 (Drag-Along and Tag-Along Rights) of the Shareholders' Agreement.[11]

Transfer in security

29. Notwithstanding anything contained in the Articles:
(1) any pre-emption rights conferred on existing members or any other person by these articles or otherwise and any other restrictions on transfer of shares contained in these articles or otherwise shall not apply to; and
(2) the Directors shall not decline to register, nor suspend the registration of, any transfer of shares where such transfer is:

(a) in favour of any person, bank or institution (or any agent, trustee, nominee or nominees of such person, bank or institution) to whom such shares are being transferred by way of security; or
(b) duly executed by a receiver appointed by a person, bank or institution pursuant to any security document which creates any security interest over such shares; or
(c) duly executed by any person, bank or institution (or any agent, trustee, nominee or nominees of such person, bank or institution) to whom such shares have

[10] **Note to draft**: Full detail of the transfer restrictions to be included in the final articles as this would then bind third parties.
[11] **Note to draft**: The drag and tag provisions contained in the SHA would need to be replicated in full in the final articles.

been transferred by way of security pursuant to any security document which creates any security interest over such shares,
and a certificate by any official of such bank or institution or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of such facts.

(3) Any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or financial institution or which are transferred in accordance with the provisions of this Article.

DIVIDENDS AND OTHER DISTRIBUTIONS

Procedure for declaring dividends

30.—(1) The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends.
(2) A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
(3) No dividend may be declared or Paid unless it is in accordance with Shareholders' respective rights.
(4) Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be Paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
(5) If the Company's share capital is divided into different classes, no interim dividend may be Paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
(6) The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
(7) If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

Payment of dividends and other distributions

31.—(1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be Paid by one or more of the following means—

(a) transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;

(b) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Holder of the share), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;

(c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in writing or as the Directors may otherwise decide; or

(d) any other means of payment as the Directors agree with the Distribution Recipient either in writing or by such other means as the Directors decide.

(2) In the Articles, "the **Distribution Recipient**" means, in respect of a share in respect of which a dividend or other sum is payable—

(a) the Holder of the share; or

(b) if the share has two or more joint Holders, whichever of them is named first in the register of members.

No interest on distributions

32.—The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

(1) the terms on which the share was issued, or

(2) the provisions of another agreement between the Holder of that share and the Company.

Unclaimed distributions

33.—(1) All dividends or other sums which are—

(a) payable in respect of Shares, and

(b) unclaimed after having been declared or become payable, may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

(2) The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

(3) If—

(a) twelve (12) years have passed from the date on which a dividend or other sum became due for payment, and

(b) the Distribution Recipient has not claimed it,

the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

Non-cash distributions

34.—(1) Subject to the terms of issue of the share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any company).

(2) For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—

(a) fixing the value of any assets;

(b) paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

Waiver of distributions

35. Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if—

(a) the share has more than one Holder, or

(b) more than one person is entitled to the share, whether by reason of the death or Bankruptcy of one or more joint Holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

Authority to capitalise and appropriation of capitalised sums

36.—(1) Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution—

(a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

(2) Capitalised sums must be applied—

(a) on behalf of the persons entitled, and

(b) in the same proportions as a dividend would have been distributed to them.

(3) Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as Fully Paid to the persons entitled or as they may direct.

(4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as Fully Paid to the persons entitled or as they may direct.

(5) Subject to the Articles the Directors may—

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS[12]

Attendance and speaking at general meetings

37.—(1) The Directors shall convene general meetings in accordance with Section 2(g) of the Shareholders' Agreement. [An annual general meeting will be held within five (5) months of the end of each fiscal year of Reorganized Aegletes.][13]

(2)A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

(3) A person is able to exercise the right to vote at a general meeting when—

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

(4) The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

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[12] **Note to draft**: Subject to tax advice on location of general meetings to satisfy residency requirements (if applicable).

[13] **Note to draft**: Timing requirement for annual general meetings are to be determined. All provisions relating to general meetings (including notice, voting, quorum and frequency) to be included in the final articles.

(5) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
(6) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

Quorum for general meetings

38.—Shareholders holding a majority of the outstanding Shares shall constitute a quorum for general meetings. No business is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

Written resolutions

39.—(1) Shareholders may pass a written resolution of the Company in accordance with the requirement set out in section 283 of the Companies Act.
(2) The Directors shall provide prompt written notice of any resolution which has been passed as a written resolution to any non-consenting Shareholders provided, further, that, except with respect to the election of Directors following the Interim Period or the Initial Term in Section 2 of the Shareholders' Agreement, such written notice will be delivered not less than ten (10) days following the passing of such resolution.

Special general meetings

40.—The Chairperson, the Board acting by a vote of a majority of the Directors or one (1) or more Shareholders together holding at least [one percent (1%)] of the issued capital (the "**Requesting Shareholders**") may call "**special general meetings**". Special general meetings must be held within [four (4) weeks] of a request by the Requesting Shareholders.[14]

Adjournment

41.—(1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairperson of the meeting must adjourn it.
(2) The Chairperson of the meeting may adjourn a general meeting at which a quorum is present if—

(a) the meeting consents to an adjournment, or

(b) it appears to the Chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

(3) The Chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.
(4) When adjourning a general meeting, the Chairperson of the meeting must—

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

(5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—

(a) to the same persons to whom notice of the Company's general meetings is required to be given, and

(b) containing the same information which such notice is required to contain.

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[14] **Note to draft**: Requirements for special general meetings are to be determined.

(6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

Voting: general

42. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

Errors and disputes

43.—(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
(2) Any such objection must be referred to the Chairperson of the meeting, whose decision is final.

Poll votes

44.—(1) A poll on a resolution may be demanded—
(a) in advance of the general meeting where it is to be put to the vote, or
(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
(2) A poll may be demanded by—
(a) the Chairperson of the meeting;
(b) the Directors;
(c) two or more persons having the right to vote on the resolution; or
(d) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.
(3) A demand for a poll may be withdrawn if—
(a) the poll has not yet been taken, and
(b) the Chairperson of the meeting consents to the withdrawal.
(4) Polls must be taken immediately and in such manner as the Chairperson of the meeting directs.

Content of Proxy Notices

45.—(1) Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which—
(a) states the name and address of the Shareholder appointing the proxy;
(b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
(c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
(d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
(2) The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
(3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
(4) Unless a Proxy Notice indicates otherwise, it must be treated as—
(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of Proxy Notices

46.—(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
(2) An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
(4) If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Amendments to resolutions

47.—(1) An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if—

(a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairperson of the meeting may determine), and

(b) the proposed amendment does not, in the reasonable opinion of the Chairperson of the meeting, materially alter the scope of the resolution.

(2) A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if—

(a) the Chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

(3) If the Chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairperson's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

48.—(1) Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
(2) Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
(3) A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Company seals

49.—(1) Any common seal may only be used by the authority of the Directors.
(2) The Directors may decide by what means and in what form any common seal is to be used.
(3) Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
(4) For the purposes of this Article, an authorised person is—
(a) any director of the Company;
(b) the Company secretary (if any); or
(c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

No right to inspect accounts and other records

50. Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder.

51. *(Intentionally left blank)*

DIRECTORS' INDEMNITY AND INSURANCE[15]

Indemnity

52.—(1) Subject to paragraph (2), but without prejudice to any other indemnity to which a relevant director is otherwise entitled, a relevant director of the Company or an associated company shall be indemnified out of the Company's assets against—
(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
(b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006), or
(c) any other liability incurred by that director as an officer of the Company or an associated company,
including (in each case) any liability incurred by such director in defending any civil or criminal proceedings, or regulatory investigation or action, in which judgment is given in such director's favour or in which such director is acquitted or the proceedings are, or regulatory investigation or action is, otherwise disposed of without any finding or admission of any material breach of duty on such director's part or in connection with any application in which the court grants such director, in such director's capacity as a relevant director, relief from liability for gross negligence, willful misconduct or breach of trust in relation to the Company's (or any associated company's) affairs; and the Company may provide any relevant director with funds to meet expenditure reasonably incurred or to be incurred by such director (subject to the director providing a copy of the relevant invoice(s) upon request by the Company) in connection with any proceedings, investigation, action or application referred to in Article 52(1) and otherwise may take any action to enable any such relevant director to avoid incurring such expenditure.

[15] **Note to Draft**: Provisions to also cover officers and should be applicable to directors and officers of the Company and its associated companies

(2) This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
(3) In this Article—

(a) companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate, and

(b) a "relevant director" means any director or former director of the Company or an associated company.

Insurance

53.—(1) The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.
(2) In this Article—

(a) a "relevant director" means any director or former director of the Company or an associated company,

(b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

(c) companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate.

AMENDMENT OF THE ARTICLES OF ASSOCIATION
Draft, for discussion purposes only.

On the [*date*]
two thousand and twenty-two, appearing before me,
Professor Paul Pieter de Vries, a civil-law notary in Amsterdam, is:
[*HF lawyer*].

RECITALS

The person who appears before me, hereby declares:

A. Latest amendment to the articles of association

The latest amendment to the articles of association of **[*name company*] B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, with its corporate seat in [*statutory seat*], the Netherlands, its place of business at [*address*], [*zip code*], the Netherlands and registered with the Dutch Commercial Register under number [*Dutch trade register number*] has been executed on the [*date*] before [*name notary*], a civil-law notary in [*place of practice*].

B. Resolution to amend the articles of association

The general meeting of the aforementioned company has resolved to amend the articles of association.

C. Authorization

Furthermore it was resolved to authorize the person appearing to sign the deed of amendment of the articles of association.

D. Shareholder's resolution

Evidence of said resolutions is by means of a shareholder's resolution of the company to be annexed to this deed.

AMENDMENT OF THE ARTICLES OF ASSOCIATION

In order to carry out said resolutions the person appearing declares to amend the articles of association as follows:

A new definition shall be added to Article 1, which shall read as follows:

- **non-voting shares**: shares without any voting rights in the general meeting;

A new Article 4.3 shall be added, which shall read as follows:

4.3. The company does not have non-voting shares, in compliance with Section 1123(a)(6) of the United States Code (11 U.S.C. § 1123(a)(6)).

The current Article 4.3 shall be renumbered Article 4.4.

The current Article 4.4 shall be renumbered Article 4.5.

CONCLUSION

The person appearing in connection with this deed is known to me, civil-law notary.

THIS DEED

is executed in Amsterdam on the date stated at the head of the deed.
The substance of this deed and an explanation of the deed have been communicated to the person appearing, who has expressly taken note of its contents and has agreed to its limited reading.
After a limited reading in accordance with the law, this deed was signed by the person appearing and by me, civil-law notary.

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

LUMILEDS USA (HOLDING) CORP.

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Lumileds USA (Holding) Corp., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "DGCL"),

DOES HEREBY CERTIFY:

1. That the name of the corporation is Lumileds USA (Holding) Corp., and that this corporation was originally incorporated pursuant to the DGCL on February 3, 2015.

2. That the Board of Directors of this corporation duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholder, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholder therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

FIRST: The name of this corporation is Lumileds USA (Holding) Corp.

SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000) and the par value of each of such shares is one dollar ($1.00) amounting in the aggregate to one thousand dollars ($1,000).

The corporation shall not issue non-voting equity securities; provided, however, that the foregoing restriction shall (a) have no further force and effect beyond that required under Section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), (b) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the corporation, and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The

prohibition on the issuance of non-voting equity securities is included in these articles of association in compliance with Section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. § 1123(a)(6)).

FIFTH: The Board of Directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.

* * *

3. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 228 of the DGCL.

4. That this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this Corporation's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this [●] day of [●], 2022.

/s/ [●]
[●]

LUMILEDS USA (HOLDING) CORP.

* * * * *

B Y - L A W S

* * * * *

(As of [●], 2022)

ARTICLE I
OFFICES

Section 1. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. All meetings of the stockholders for the election of directors shall be held in the Andover, Massachusetts, at such place as may be fixed from time to time by the board of directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the board of directors and stated in the notice of the meeting. Meetings of stockholders for any other purpose may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of stockholders shall be held on the third Tuesday of April, or such other date as may be established pursuant to these By-laws, at which time they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 5. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of stockholders owning a majority of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, to each stockholder entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 9. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation require a different vote in which case such express provision shall govern and control the decision of such question.

Section 10. Unless otherwise provided in the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

Section 11. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of

the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III
DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall be not less than one nor more than seven. The number of directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3. The business of the corporation shall be managed by or under the direction of its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by- laws directed or required to be exercised or done by the stockholders.

MEETINGS OF THE BOARD OF DIRECTORS

Section 4. The board of directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 7. Special meetings of the board may be called by the president without notice to each director; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors unless the board consists of only one director; in which case special meetings shall be called by the president or secretary in like manner and on like notice on the written request of the sole director.

Section 8. At all meetings of the board a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

Section 10. Unless otherwise restricted by the certificate of incorporation or these by-laws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

COMMITTEES OF DIRECTORS

Section 11. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The board may designate one or more of the directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

In the absence of disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the board of directors as provided in Section 151(a) fix any of the

preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the corporation) adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock or to adopt a certificate of ownership and merger. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors.

Section 12. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

COMPENSATION OF DIRECTORS

Section 13. Unless otherwise restricted by the certificate of incorporation or these by-laws, the board of directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

REMOVAL OF DIRECTORS

Section 14. Unless otherwise restricted by the certificate of incorporation or by-laws, any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV
NOTICES

Section 1. Whenever, under the provisions of the statutes or of the certificate of incorporation or of these by-laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these by-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V
OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these by-laws otherwise provide.

Section 2. The board of directors at its first meeting after each annual meeting of stockholders shall choose a president, one or more vice-presidents, a secretary and a treasurer.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the stockholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE-PRESIDENTS

Section 8. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-presidents shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARY

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors (or if there be no such determination, then in the order of their election) shall, in the absence of the treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the treasurer

and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VI
CERTIFICATES FOR SHARES

Section 1. The shares of the corporation shall be represented by a certificate or shall be uncertified. Certificates shall be signed by, or in the name of the corporation by, the chairman or vice-chairman of the board of directors, or the president or a vice-president and the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation.

Within a reasonable time after the issuance or transfer of uncertified stock, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 156, 202(a) or 218(a) or a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. Any of or all the signatures on a certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate or certificates or uncertificated shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates or uncertificated shares, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

TRANSFER OF STOCK

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of proper transfer instructions from the registered owner of uncertificated shares such uncertificated shares shall be canceled and issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED STOCKHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

NONVOTING EQUITY SECURITIES

Section 7. The corporation shall not issue non-voting equity securities; provided, however, that the foregoing restriction shall (a) have no further force and effect beyond that required under Section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**"), (b) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the corporation, and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The prohibition on the issuance of non-voting equity securities is included in these articles of association in compliance with Section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. § 1123(a)(6)).

ARTICLE VII
GENERAL PROVISIONS DIVIDENDS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purposes as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at such annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

INDEMNIFICATION

Section 7. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

ARTICLE VIII
AMENDMENTS

Section 1. These by-laws may be altered, amended or repealed or new by-laws may be adopted by the stockholders or by the board of directors, when such power if conferred upon the board of directors by the certificate of incorporation at any regular meeting of the stockholders or of the board of directors or at any special meeting of the stockholders or of the board of directors if notice of such alternation, amendment, repeal or adoption of new by-laws be contained in the notice of such special meeting. If the power to adopt, amend or repeal by-laws is conferred upon the board of directors by the certificate of incorporation it shall not divest or limit the power of the stockholders to adopt, amend or repeal by-laws.

FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF LUMILEDS LLC

This fourth amended and restated limited liability company agreement (this "**Agreement**") is dated and effected [●] 2022 and made between:

(1) Lumileds LLC, a Delaware limited liability company (the "**Company**"); and

(2) Lumileds USA (Holding) Corp., a Delaware corporation (the "**Member**") as the Company's sole member.

RECITALS:

(A) Hewlett-Packard Company formed the Lumileds Lighting U.S., LLC, a Delaware limited liability company, by filing a Certificate of Formation with the Secretary of State of the State of Delaware on 12 October 1999 (the "**Formation Date**"), and entered into that certain Limited Liability Company Agreement as of that same date.

(B) Philips Lumileds Lighting Company (Holding) B.V. (the "**Former Member**") acquired all of the membership interest in the Company pursuant to a certain Purchase Agreement dated 28 November 2005 and thereafter became the Company's sole member.

(C) In connection with the aforementioned acquisition of all membership interests by the Former Member, the name of the Company was changed from Lumileds Lighting U.S., LLC to Philips Lumileds Lighting Company LLC pursuant to the Certificate of Amendment filed with the Secretary of State of Delaware on 27 December 2005.

(D) The name of the Former Member was changed from Philips Lumileds Lighting Company (Holding) B.V. to Lumileds Subholding B.V. pursuant to the Deed of Amendment filed with the Dutch Chamber of Commerce on 31 March 2015.

(E) In connection with the implementation of a strategy for the Lumileds and Automotive Lighting businesses of the Philips Group (the **"Lumileds Group"**) to operate independently from the Philips Group from 1 April 2015, the name of the Company was changed from Philips Lumileds Lighting Company LLC to Lumileds LLC pursuant to the Certificate of Amendment filed with the Secretary of State of Delaware on 31 March 2015.

(F) In connection with the acquisition of a majority stake in the Lumileds Group, by Apollo Global Management LLC, and the corresponding reorganization that resulted, among other things, in the transfer of certain U.S. entities into the Lumileds Group, Philips Holding USA Inc. transferred its interest to Lumileds USA (Holding) Corp., pursuant to a purchase and sale agreement dated June 22, 2017.

(G) The Company and certain of its direct and indirect affiliates were debtors and debtors in possession (collectively, the "**Debtors**") in those certain jointly administered bankruptcy cases under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") filed on August 29, 2022 (the "**Petition Date**"), Case No. 22-11155 (LGB).

(H) The Debtors, with the advice of their advisors, determined to pursue a balance sheet deleveraging transaction through a reorganization under chapter 11 of the Bankruptcy Code and, on the Petition Date, filed the Joint Prepackaged Plan of Reorganization of Lumileds Holding B.V. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 24] (as amended, supplement, or otherwise modified, the "**Plan**").

(I) On [●], 2022, the Bankruptcy Court entered an order confirming the Plan, and on [●], 2022, the effective date of the Plan occurred.

(J) This Fourth Amended and Restated Limited Liability Company Agreement amends and restates in its entirety that certain Third Amended and Restated Limited Liability Agreement between the Company and the Former Member dated December 18, 2017.

THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE

The Company is organized to engage in any lawful act or activity for which limited liability companies may be organised under the Delaware Limited Liability Company Act.

2. TERM

The term of the Company commenced on the Formation Date and shall continue indefinitely until terminated under the Delaware limited liability company act (the "**Act**") or this Agreement.

3. CONTRIBUTIONS

The Member's initial contribution is set forth in Schedule 1 (*Contribution*) to this Agreement. No further contributions are required of the Member, but the Member may in its discretion make additional contributions, which contributions shall be reflected in the internal records of the Company.

4. DISTRIBUTIONS

The Company shall make distributions as determined by the Managers.

5. MANAGEMENT

5.1 Managers

The business and affairs of the Company shall be managed by or under the direction of two managers (the "**Managers**"). Managers shall serve at the pleasure of the Member, and any vacancy in the office of a Manager shall be filled by the Member.

5.2 General powers

The Managers shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Managers, acting together or individually, shall have the following powers:

(a) to conduct, manage and control the business and affairs of the Company and to make such rules and regulations therefor not inconsistent with law or with this Agreement;

(b) to jointly and severally bind the Company;

(c) to specifically delegate their authority under sub-clause (b) hereinabove to employees and/or agents under their control and influence;

(d) to acquire real and personal property, arrange financing and enter into contracts;

(e) to make all other arrangements and do all things which are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company;

(f) to open and close the Comp any's bank, brokerage and other deposit accounts; and

(g) to appoint and remove at pleasure the officers, agents and employees of the Company, prescribe their duties and fix their compensation.

5.3 Fiduciary duties

The only fiduciary duties the Managers owe to the Company and its Member is the duty of care to the Company and the Member in the conduct and winding up of the Company's business, and is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In carrying their duties, Managers shall not be liable to the Company or its Member for any actions taken in good faith and reasonably believed to be in the best interests of the Company, or for errors of judgment.

5.4 No personal liability

Except as expressly set forth in this Agreement or required by law, the Managers shall not be personally liable for any debt, obligation, or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of their position in the Company.

5.5 Indemnification of managers and board members

The Company shall indemnify and hold harmless each Manager (collectively, the "**Indemnified Persons**") against any loss, claim, damage, or expense (including reasonable attorneys' fees and costs) arising out of any claim, demand, suit, or action related to the performance or non-performance of any act concerning the business or the activities of the Company, unless, as a result of his or her performance or non-performance of such act, such Indemnified Person is judged guilty in a final judgment by

a court of competent jurisdiction of gross negligence, gross misconduct, or wilful malfeasance in connection therewith. The Company shall reimburse the Indemnified Persons for all costs and expenses (including reasonable attorney's fees and expenses) incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not the Indemnified Person is a party, as such costs and expenses are expended or incurred, subject to the Indemnified Person's obligation to repay all such amounts if the Indemnified Person is ultimately determined not to be entitled to indemnification pursuant to this clause 5.5.

6. DISSOLUTION

The Company shall be dissolved only upon the express will of the Member, which shall be set forth in writing and executed by the Member or by judicial decree.

7. NONVOTING EQUITY SECURITIES

The Company shall not issue non-voting equity securities; provided, however, that the foregoing restriction shall (a) have no further force and effect beyond that required under Section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**"), (b) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Company, and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The prohibition on the issuance of non-voting equity securities is included in these articles of association in compliance with Section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. § 1123(a)(6)).

8. MISCELLANEOUS

8.1 No third party beneficiaries

This Agreement is adopted for the exclusive benefit of the Company and its Member and the Member's heirs, successors, and assigns. This Agreement is not intended for the benefit of any creditor of the Company or any other person.

8.2 Applicable law

All questions concerning the internal affairs of the Company and the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be

governed by the internal law, and not the law of conflicts, of the State of Delaware.

8.3 Headings

The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

8.4 Seperability of provisions

Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

8.5 Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

THIS AGREEMENT HAS BEEN SIGNED ON THE DATE STATED AT THE BEGINNING OF THIS AGREEMENT BY:

Lumileds LLC
By: Matt Roney
Title: Manager

Lumileds USA (Holding) Corp.
By: Matt Roney
Title: Director

Lumileds LLC
By: Jan Paul Teuwen
Title: Manager

Lumileds USA (Holding) Corp.
By: Jan Paul Teuwen
Title: Director

Exhibit E

MEMBERS OF THE NEW BOARD

PLEASE TAKE NOTICE that certain documents, or portions thereof, remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors and such applicable interested parties reserve all of their respective rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, with respect to the final form of such documents and to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Court.

Prior to the Plan Effective Date, the Debtors will undertake any necessary or advisable steps to have the New Board in place immediately prior to the Effective Date. The members of the New Board are not known and determined at this time. Further disclosure shall be made upon the identification of known and determined members of the New Board.

Exhibit F

REJECTED EXECUTORY CONTRACT/UNEXPIRED LEASE LIST

You have been identified as a party to one or more of the potential Executory Contracts or Unexpired Leases listed on the rejection schedule attached hereto as **Schedule 1** (the "***Rejected Contract Schedule***"). The Debtors hereby provide notice that, pursuant to section 365 of the Bankruptcy Code, the Debtors propose to reject each potential Executory Contract or Unexpired Lease listed on the Rejected Contract Schedule on the Effective Date of the Plan with such rejection being effective as of the petition date (*i.e.*, August 29, 2022).[1]

The Plan Supplement Documents, or portions thereof, remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, the Debtors reserve all rights to—for any reason whatsoever (including based on objections received to Article V of the Plan)—amend, revise, or supplement this **Exhibit F**, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Court.

All Allowed Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall constitute General Unsecured Claims and shall be treated in accordance with Article III.B of the Plan; *provided*, *however*, that any Executory Contracts and Unexpired Leases constituting Management Agreements shall be subject to Article V.C. of the Plan. **All such Claims shall, as of the Effective Date of the Plan, be subject to the permanent injunction set forth in Article IX of the Plan.**

The Debtors' listing of a potential Executory Contract or Unexpired Lease on the Rejected Contract Schedule shall not be deemed or construed as (a) a promise by the Debtors to seek the rejection of such contract or lease, (b) a limitation or waiver on the Debtors' ability to amend, modify or supplement the Rejected Contract Schedule, (c) a limitation or waiver on the Debtors' ability to seek to assume or reject any Executory Contract or Unexpired Lease, or (d) an admission that any potential Executory Contract or Unexpired Lease is, in fact, an Executory Contract or Unexpired Lease under section 365 of the Bankruptcy Code. Moreover, the Debtors explicitly reserve their rights, in their sole discretion, to reject or assume each Executory Contract or Unexpired Lease pursuant to section 365(a) of the Bankruptcy Code and nothing herein (i) alters in any way the prepetition nature of such agreements or the validity, priority, or amount of any claims of a counterparty such agreements against the Debtors that may arise under such agreements, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to an Executory Contract or Unexpired Lease against the Debtors that may arise under such agreements. The Debtors reserve all their rights, claims and causes of action with respect to the potential Executory Contracts, Unexpired Leases and other

[1] In accordance with Article V.A of the Plan, each Executory Contract and Unexpired Lease that is not rejected as of the Effective Date will be deemed assumed as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code.

agreements listed on the Rejected Contract Schedule, including the right to amend, revise, or supplement the Rejected Contract Schedule for any reason whatsoever, including based on objections received to Article V of the Plan.

Schedule 1

Rejected Contract Schedule

Counterparty Name	Debtor Name	Description of Rejected Contract
Apollo Management VII, L.P.	Bright Bidco B.V.	Management Consulting Agreement, dated June 30, 2017
Koninklijk Philips N.V.	Bright Bidco B.V.	Management Consulting Agreement, dated August 9, 2017

Exhibit G

Schedule of Retained Causes of Action

PLEASE TAKE NOTICE that certain documents, or portions thereof, contained or referenced in this **Exhibit G** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors and such applicable interested parties reserve all of their respective rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, with respect to the final form of the Plan Supplement Documents and to amend, revise, or supplement the Plan Supplement, the Plan Supplement Documents, and any of the documents or designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court. Pursuant to the *Joint Prepackaged Plan of Reorganization of Lumileds Holding B.V. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or otherwise modified, the "***Plan***"),[1] the Debtors previously disclosed their intention to retain Causes of Action in Article IX.F of the Plan, as set forth below:

> In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article IX of the Plan, any Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Plan Effective Date. The Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action, including any actions specifically enumerated in this Schedule of Retained Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.
>
> The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, including Article IX of the Plan**, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation of the Plan. In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

In addition, to the extent not released pursuant to the Plan, the Debtors expressly retain all Causes of Action against any entity listed in any creditor matrix filed in these Chapter 11 Cases, regardless of whether such entity is expressly identified in this **Exhibit G** or set forth below, to the extent such entity or entities owe or may in the future owe money to the Debtors or the Reorganized Debtors.

The below includes entities that are party to or that the Debtors believe may become party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, including, without limitation, dealers, creditors, customers, employees, utilities, suppliers, vendors, insurers, sureties, factors, lenders, bondholders, lessors or any other parties, regardless of whether such entity is included in this **Exhibit G** or set forth below.

1. Causes of Action and potential counterclaims that may be asserted against lien claimants in connection with lien disposition, including, without limitation, Causes of Action and counterclaims related to rights of setoff and contractual breaches.

2. Causes of Action and potential counterclaims that may be asserted against customers related to payment shortfalls, past due payments, and contractual breaches, including without limitation, Causes of Action related to rights of setoff and contractual breaches.

3. Causes of Action and potential counterclaims and defenses that may be asserted against Governmental Units related to, among other things, tax refunds and attributes, and tax audits including, without limitation, Causes of Action related to rights of setoff.

4. Causes of Action, defenses, and potential counterclaims, among other things, that may be asserted in relation to any Insurance Contracts.

LUMILEDS HOLDING B.V., Case No. 22-11155
PLAN SUPPLEMENT

The enclosed **"Statement / Notice of Filing of Plan Supplement for the Joint Prepackaged Plan of Reorganization of Lumileds Holding B.V. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code (related document(s)[24]) filed by George A Davis on behalf of Lumileds Holding B.V.. (Attachments: # (1) Exhibit A Exit First Lien Term Loan Credit Agreement # (2) Exhibit B Exit Revolving/Factoring Debt Documents # (3) Exhibit C Transaction Steps Plan # (4) Exhibit D Amended/New Organizational Documents # (5) Exhibit E Members of the New Board # (6) Exhibit F Rejected Executory Contract/Unexpired Lease List # (7) Exhibit G Schedule of Retained Causes of Action),"** **[Docket no. 90]** is being served to the respective fund managers on behalf of those parties listed on the attached **Exhibit A**.

Should you have any questions, please contact the Debtors' Claims and Noticing Agent, Epiq Corporate Restructuring, LLC ("Epiq"), via telephone at (800) 497-9116 for U.S. & Canada parties, or +1 (503) 520-4495 for non US parties, or via email at LumiledsInfo@epiqglobal.com.

Exhibit A

FUND MANAGER	LEGAL NAME
400 CAPITAL	BOSTON PATRIOT MILK ST LLC
400 CAPITAL	400 CAPITAL CREDIT OPPORTUNITIES FUND LTD.
ALCENTRA	SHACKLETON 2013-IV-R CLO, LTD
ALCENTRA	SHACKLETON 2017-XI CLO, LTD
ALCENTRA	BNY MELLON ALCENTRA GLOBAL CREDIT INCOME 2024 TARGET TERM FUND INC
ALCENTRA	SHACKLETON 2013-III CLO, LTD
ALCENTRA	SHACKLETON 2015-VIII CLO, LTD.
ALCENTRA	SHACKLETON 2017-X CLO, LTD
ALCENTRA	BNY MELLON ALCENTRA GLOBAL MULTI-STRATEGY CREDIT FUND, INC.
ALCENTRA	BNY MELLON INVESTMENT FUNDS IV, INC. - BNY MELLON FLOATING RATE INCOME FUND
ALCENTRA	SHACKLETON 2014-V-R CLO, LTD.
ALCENTRA	SHACKLETON 2015-VII-R CLO, LTD.
ALCENTRA	SHACKLETON 2018-XII CLO, LTD.
AMM	AMMC CLO 16, LIMITED.
AMM	AMMC CLO 20, LIMITED
AMM	AMMC CLO XII LTD
AMM	AMMC CLO XI, LIMITED
AMM	AMMC CLO XIII, LIMITED
AMM	AMMC CLO XIV, LIMITED
AMM	GREAT AMERICAN INSURANCE COMPANY
AMM	GREAT AMERICAN LIFE INSURANCE COMPANY
AMM	AMMC CLO 15, LIMITED (FORMERLY THE BANK OF NOVA SCOTIA DBA CHERRYWALK FUNDING LLC)
AMM	AMM CLO 18, LIMITED
AMM	AMMC CLO 19, LIMITED
AMM	AMMC CLO 21, LIMITED
AMM	AMMC CLO 22, LIMITED
ANCHORAGE CAPITAL	610 FUNDING CLO 1, LTD.
ANCHORAGE CAPITAL	610 FUNDING CLO 1, LTD.
ANCHORAGE CAPITAL	610 FUNDING CLO 2, LTD.
ANCHORAGE CAPITAL	610 FUNDING CLO 2, LTD.
ANCHORAGE CAPITAL	ACMO S.A R.L.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 1, LTD.
ANCHORAGE CAPITAL	AIO VI S.A R.L.
ANCHORAGE CAPITAL	AIO VII S.A R.L.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 1-R, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 3, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 4, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 2, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 11, LTD
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL GROUP, L.L.C. AC ANCHORAGE CAPITAL CLO 13, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 15 LTD
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 16, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 19, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 2013-1, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 2018-10, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 21, LTD

FUND MANAGER	LEGAL NAME
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 3-R, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 4-R, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 5-R, LTD
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 8, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 9, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 10, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 11, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 5, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 6, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 7, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 8, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL GROUP, LLC AC ANCHORAGE CREDIT FUNDING 9, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 6, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 7, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 18, LTD..
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 12, LTD..
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 19, LTD..
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 13, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 20, LTD
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 14, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 25, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 17, LTD..
ANCHORAGE CAPITAL	PCI FUND LLC
ARES	CRESTLINE DENALI CLO XIV, LTD.
ARES	DENALI CAPITAL CLO XII, LTD..
ARES	CRESTLINE DENALI CLO XV, LTD.-MC80711350
ARES	CRESTLINE DENALI CLO XVI LTD-MC80711360
ARES	CRESTLINE DENALI CLO XVII, LTD…
ARES	CRESTLINE DENALI CLO XVII, LTD...
ARROWMARK (ARROWPOINT)	ELEVATION CLO 2013-1, LTD.
ARROWMARK (ARROWPOINT)	PEAKS CLO 2, LTD.
ARROWMARK (ARROWPOINT)	PEAKS CLO 1, LTD.
ARROWMARK (ARROWPOINT)	ELEVATION CLO 2014-2, LTD.
ARROWMARK (ARROWPOINT)	ELEVATION CLO 2016-5, LTD
ARROWMARK (ARROWPOINT)	ELEVATION CLO 2017-6 LTD.
ARROWMARK (ARROWPOINT)	ELEVATION CLO 2017-8, LTD.
ARROWMARK (ARROWPOINT)	ELEVATION CLO 2018-10, LTD.
ARROWMARK (ARROWPOINT)	ELEVATION CLO 2018-9
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN CLO 2016-2, LTD.
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN CLO 2013-2 LTD.
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN CLO 2018-3, LTD
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN CAPITAL MANAGEMENT, LLC AC BLUEMOUNTAIN CLO XXII LTD
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN CLO XXIII LTD.
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN FUJI US CLO I LTD.

FUND MANAGER	LEGAL NAME
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUE MOUNTAIN FUJI US CLO II LTD.
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN FUJI US CLO III LTD.
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN CLO 2015-3 LTD.
AVENUE	AVENUE RP OPPORTUNITIES FUND, LP
AVENUE	AVENUE STRATEGIC OPPORTUNITIES FUND, LP
AVENUE	AVENUE GLOBAL DISLOCATION OPPORTUNITIES FUND, L.P.
AXA	AXA INVESTMENT MANAGERS, INC. AC ALLEGRO CLO II-S, LTD.
AXA	ALLEGRO CLO IV, LTD.
AXA	ALLEGRO CLO VII, LTD.
AXA	ALLEGRO CLO VIII LTD
AXA	ALLEGRO CLO V, LTD
BANK OF AMERICA	BANK OF AMERICA, N.A.
BARCLAYS	BARCLAYS BANK PLC
BARCLAYS	BARCLAYS BANK PLC
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2018-1 LTD.
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2017-2 LTD.
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2017-1 LTD
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2018-2 LTD.
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2014-2 LTD
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2015-2 LTD.
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2014-1 LTD.
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2015-3 LTD.
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2014-3 LTD
BNP PARIBAS	BNP PARIBAS SA
BNP PARIBAS (FORTIS)	CARDIF BNPP IP GLOBAL SENIOR CORPORATE LOANS
BNP PARIBAS (FORTIS)	BNP PARIBAS SENIOR CORPORATE LOANS EUROPE / US
BNP PARIBAS (FORTIS)	BNP PARIBAS FLEXI III SENIOR SECURED BANK LOAN FUND MOGLIANO
BNP PARIBAS (FORTIS)	BNPP IP CLO 2014-II, LTD.
BNP PARIBAS (FORTIS)	BNP PARIBAS FLEXI III - GLOBAL SENIOR CORPORATE LOANS FUND
BNP PARIBAS SA, BXL	BNP PARIBAS SA, BXL
BRIGADE	BIG RIVER GROUP FUND SPC LLC
BRIGADE	BIG RIVER GROUP FUND SPC LLC
BRIGADE	BIG RIVER GROUP FUND SPC LLC
BRIGADE	BRIGADE CREDIT FUND II, LTD.
BRIGADE	BRIGADE CREDIT FUND II, LTD.
BRIGADE	BRIGADE HIGH YIELD FUND LTD..
BRIGADE	MEDIOLANUM BEST BRANDS..
BRIGADE	NEW YORK CITY FIRE DEPARTMENT PENSION FUND..
BRIGADE	NEW YORK CITY POLICE PENSION FUND.....
BRIGADE	SEI INSTITUTIONAL INVESTMENTS TRUST - HIGHYIELD BOND FUND
BRIGADE	SEI INSTITUTIONAL MANAGED TRUST - HIGH YIELD BOND FUND
BRIGADE	CITY OF PHOENIX EMPLOYEES RETIREMENT PLAN..

FUND MANAGER	LEGAL NAME
BRIGADE	THE COCA-COLA COMPANY MASTER RETIREMENT TRUST-MC80232380
BRIGADE	THE JPMORGAN CHASE RETIREMENT PLAN....
BRIGADE	FEDEX CORPORATION EMPLOYEES PENSION TRUST
BRIGADE	FUTURE DIRECTIONS CREDIT OPPORTUNITIES FUND
BRIGADE	BRIGADE OPPORTUNISTIC CREDIT LBG FUND LTD.
BRIGADE	SC CREDIT OPPORTUNITIES MANDATE LLC
BRIGADE	SC CREDIT OPPORTUNITIES MANDATE LLC
BRIGADE	U.S. HIGH YIELD BOND FUND
BRIGADE	BRIGADE DIVERSIFIED CREDIT CIT
BRIGADE	BRIGADE DIVERSIFIED CREDIT CIT
BRIGADE	DELTA MASTER TRUST
BRIGADE	LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION
BRIGADE	SEI INSTITUTIONAL MANAGED TRUST - MULTI STRATEGY ALTERNATIVE FUND
BRIGADE	BRIGADE CAPITAL MANAGEMENT, LP AC TEACHERS' RETIREMENT SYSTEM OF THE CITY OF NEW YORK 001
BRIGADE	PANTHER BCM LLC
CANARAS	SARANAC CLO V LIMITED
CANARAS	SARANAC CLO VII LIMITED
CAPITAL FOUR	CAPITAL FOUR INVEST - CREDIT OPPORTUNITIES FUND
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-5, LTD
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2016-1, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2016-3, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-2-R, LTD
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2015-1, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-3-R, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-4-R, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2015-5, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2012-4, LTD.
CARLYLE	CARLYLE CI7 CLO, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2015-4 ,LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-1, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2013-3, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2012-3 LIMITED
CARLYLE	CARLYLE US CLO 2016-4, LTD.
CARLYLE	CARLYLE US CLO 2017-1, LTD.
CARLYLE	CARLYLE US CLO 2017-2, LTD
CARLYLE	CARLYLE US CLO 2017-3, LTD
CARLYLE	CARLYLE US CLO 2017-4, LTD
CARLYLE	CARLYLE US CLO 2017-5, LTD.
CARLYLE	CARLYLE US CLO 2018-1, LTD.
CARLYLE	CARLYLE US CLO 2018-2, LTD.
CARLYLE	CARLYLE US CLO 2018-3, LTD
CARLYLE	CARLYLE US CLO 2018-4, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2013-4 LTD
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2013-1, LTD.
CARVAL	CARVAL CLO I LTD.
CARVAL	CARVAL CLO II LTD.
CERBERUS	CERBERUS CORPORATE CREDIT FUND, L.P.

FUND MANAGER	LEGAL NAME
CIFC	CIFC FUNDING 2015-IV, LTD.
CIFC	CIFC LOAN OPPORTUNITY FUND, LTD.
CIFC	CIFC FUNDING 2014-V, LTD.
CIFC	CIFC FUNDING 2015-I, LTD.
CIFC	CIFC FUNDING 2015-III, LTD.
CIFC	CIFC FUNDING 2013-IV, LTD.
CIFC	CIFC FUNDING 2014, LTD.
CIFC	CIFC FUNDING 2014-II-R, LTD.
CIFC	CIFC FUNDING 2014-IV-R, LTD.
CIFC	CIFC FUNDING 2017-III, LTD.
CIFC	CIFC FUNDING 2017-IV, LTD.
CIFC	CIFC FUNDING 2017-V, LTD
CIFC	CIFC FUNDING 2018-I, LTD
CIFC	CIFC LOAN OPPORTUNITY FUND II, LTD.
CITADEL	BORDEAUX LLC
CITADEL	SECURASSET S.A. ACTING THROUGH ITS COMPARTMENT SUVVLUXF0001
CITADEL	CITADEL EQUITY FUND LTD.
CITIBANK	CITIBANK, N.A.
CITIBANK	CITIBANK, NATIONAL ASSOCIATION
CITIBANK NA.	CITIBANK NA.
CITIGROUP FINANC. PRODUCTS INC	CITIGROUP FINANC. PRODUCTS INC
COLUMBIA	COLUMBIA CENT CLO 27 LIMITED
COLUMBIA	COLUMBIA CENT CLO 28 LIMITED
COLUMBIA	COLUMBIA FLOATING RATE FUND, A SERIES OF COLUMBIA FUNDS SERIES TRUST II
COLUMBIA	CENT CLO 21 LIMITED
COOEPERATIEVE RABOBANK U.A.	COOEPERATIEVE RABOBANK U.A.
CREDIT SUISSE	CREDIT SUISSE LOAN FUNDING LLC
CREDIT SUISSE AG, CAYMAN ISLAN	CREDIT SUISSE AG, CAYMAN ISLAN
CREDIT VALUE PARTNERS	CVP CLO 2017-2, LTD.
CREDIT VALUE PARTNERS	MKS CLO 2017-1, LTD.
DE SHAW	DE SHAW & COMPANY LP AC D E SHAW GALVANIC PORTFOLIOS L L C
DEUTSCHE BANK	DEUTSCHE BANK AG, CAYMAN ISLANDS
DEUTSCHE BK AG,HOST BK	DEUTSCHE BK AG,HOST BK
DFG (VIBRANT)	VIBRANT CLO IX, LTD.
DFG (VIBRANT)	VIBRANT CLO VII, LTD.
DFG (VIBRANT)	VIBRANT CLO VIII, LTD
DFG (VIBRANT)	VIBRANT CLO III, LTD.
DFG (VIBRANT)	VIBRANT CLO IV, LTD.
DFG (VIBRANT)	SENTE MASTER FUND, L.P..
DFG (VIBRANT)	VIBRANT CLO VI, LTD.
DFG (VIBRANT)	VIBRANT CLO X, LTD.
DFG (VIBRANT)	VIBRANT CLO XI LTD
DOUBLELINE	DESTINATIONS CORE FIXED INCOME FUND, A SERIES OF BRINKER CAPITAL DESTINATIONS TRUST

FUND MANAGER	LEGAL NAME
DOUBLELINE	DESTINATIONS CORE FIXED INCOME FUND, A SERIES OF BRINKER CAPITAL DESTINATIONS TRUST
DOUBLELINE	DOUBLELINE FUNDS TRUST AC DOUBLELINE CORE FIXED INCOME FUND
DOUBLELINE	DOUBLELINE FUNDS TRUST - DOUBLELINE FLEXIBLE INCOME FUND
DOUBLELINE	DOUBLELINE SHILLER ENHANCED CAPE
DOUBLELINE	DOUBLELINE OPPORTUNISTIC INCOME MASTER FUND LP
DOUBLELINE	DOUBLELINE FUNDS TRUST-DOUBLELINE FLOATING RATE FUND
DOUBLELINE	LITMAN GREGORY FUNDS TRUST - LITMAN GREGORY MASTERS ALTERNATIVE STRATEGIES FUND.
DOUBLELINE	PARALLEL 2015-1 LTD.
DOUBLELINE	PARALLEL 2017-1 LTD.
DOUBLELINE	PARALLEL 2018-1 LTD
DOUBLELINE	DOUBLELINE CAPITAL, LP AC JNL SERIES TRUST - JNL/DOUBLELINE CORE FIXED INCOME FUND
DOUBLELINE	JNL/DOUBLELINE SHILLER ENHANCED CAPE FUND
DOUBLELINE	RIVERNORTH / DOUBLELINE STRATEGIC OPPORTUNITY FUND, INC.
DOUBLELINE	DOUBLELINE CAPITAL, LP AC RIVERNORTH FUNDS - RIVERNORTH/DOUBLELINE STRATEGIC INCOME FUND
DOUBLELINE	SPDR DOUBLELINE TOTAL RETURN TACTICAL ETF
DOUBLELINE	TREASURER OF THE STATE OF NORTH CAROLINA
EATON VANCE (MSIM)	EATON VANCE FLOATING RATE PORTFOLIO
EATON VANCE (MSIM)	CALVERT MANAGEMENT SERIES - CALVERT FLOATING-RATE ADVANTAGE FUND
EATON VANCE (MSIM)	EATON VANCE INSTITUTIONAL SENIOR LOAN PLUS FUND
EATON VANCE (MSIM)	BRIGHTHOUSE FUNDS TRUST I
EATON VANCE (MSIM)	SENIOR DEBT PORTFOLIO
EATON VANCE (MSIM)	EATON VANCE SENIOR FLOATING - RATE TRUST
EATON VANCE (MSIM)	EATON VANCE CLO 2014-1R, LTD
EATON VANCE (MSIM)	EATON VANCE FLOATING RATE INCOME TRUST
EATON VANCE (MSIM)	EATON VANCE INSTITUTIONAL SENIOR LOAN FUND
EATON VANCE (MSIM)	EATON VANCE INTERNATIONAL (CAYMAN ISLANDS) FLOATING-RATE INCOME PORTFOLIO
EATON VANCE (MSIM)	EATON VANCE LIMITED DURATION INCOME FUND
EATON VANCE (MSIM)	EATON VANCE LOAN HOLDING LIMITED
EATON VANCE (MSIM)	EATON VANCE SENIOR INCOME TRUST
EATON VANCE (MSIM)	EATON VANCE VT FLOATING-RATE INCOME FUND
EATON VANCE (MSIM)	EATON VANCE CLO 2015-1, LTD.
EATON VANCE (MSIM)	EATON VANCE CLO 2013-1 LTD
EATON VANCE (MSIM)	EATON VANCE CLO 2018-1, LTD.
ELLINGTON MANAGEMENT	COWEN SPECIAL INVESTMENTS LLC
ELMWOOD	ELMWOOD CLO V LTD.
ELMWOOD	ELMWOOD CLO VI, LTD.
ELMWOOD	ELMWOOD CLO VIII LTD..
ELMWOOD	ELMWOOD CLO X, LTD.
ELMWOOD	ELMWOOD CLO IX, LTD..
ELMWOOD	ELMWOOD CLO XI, LTD..
ELMWOOD	ELMWOOD CLO VII LTD.

FUND MANAGER	LEGAL NAME
FINEPOINT CAPITAL	CORONET FIRTH II LLC
GOLDMAN SACHS	GOLDMAN SACHS LENDING PARTNERS LLC
GOLDMAN SACHS	MTGLQ INVESTORS, L.P. DBA GOLDMAN SACHS LENDING PARTNERS LLC
GSO/BLACKSTONE	BLACKSTONE/GSO FLOATING RATE ENHANCED INCOME FUND
GSO/BLACKSTONE	BLACKSTONE-GSO SENIOR FLOATING RATE TERM FUND
GSO/BLACKSTONE	BLACKSTONE DIVERSIFIED ALTERNATIVES ASSET HOLDCO LLC
GSO/BLACKSTONE	BLACKSTONE/GSO GLOBAL DYNAMIC CREDIT FUNDING DESIGNATED ACTIVITY COMPANY.
GSO/BLACKSTONE	BLACKSTONE TREASURY ASIA PTE LIMITED
GSO/BLACKSTONE	BLACKSTONE GSO US LOAN MASTER FUND DBA BLACKSTONE GSO US LOAN FUNDING DESIGNATED ACTIVITY COMPANY
GSO/BLACKSTONE	BRISTOL PARK CLO, LTD.
GSO/BLACKSTONE	GSO / BLACKSTONE DEBT FUNDS MANAGEMENT LLC AC BUTTERMILK PARK CLO, LTD
GSO/BLACKSTONE	COOK PARK CLO, LTD.
GSO/BLACKSTONE	BANDERA STRATEGIC CREDIT PARTNERS I, L.P..
GSO/BLACKSTONE	BLACKSTONE HARRINGTON PARTNERS L.P.
GSO/BLACKSTONE	BLACKSTONE / GSO LONG-SHORT CREDIT INCOME FUND
GSO/BLACKSTONE	CATSKILL PARK CLO LTD
GSO/BLACKSTONE	DEWOLF PARK CLO, LTD.
GSO/BLACKSTONE	GILBERT PARK CLO LTD
GSO/BLACKSTONE	GREENWOOD PARK CLO, LTD
GSO/BLACKSTONE	GRIPPEN PARK CLO, LTD.
GSO/BLACKSTONE	PPG INDUSTRIES, INC. PENSION PLAN TRUST
GSO/BLACKSTONE	SCOTTISH WIDOWS RETIREMENT BENEFITS SCHEME
GSO/BLACKSTONE	TACONIC PARK CLO, LTD.
GSO/BLACKSTONE	THAYER PARK CLO, LTD.
GSO/BLACKSTONE	WHEELS COMMON INVESTMENT FUND.
GSO/BLACKSTONE	SPDR BLACKSTONE / GSO SENIOR LOAN ETF
GSO/BLACKSTONE	STEWART PARK CLO, LTD.
GSO/BLACKSTONE	BURNHAM PARK CLO, LTD.
GSO/BLACKSTONE	HBOS FINAL SALARY PENSION SCHEME
GSO/BLACKSTONE	LLOYDS BANK PENSION SCHEME NO. 1....
GSO/BLACKSTONE	LLOYDS BANK PENSION SCHEME NO. 2...
GSO/BLACKSTONE	GSO / BLACKSTONE DEBT FUNDS MANAGEMENT LLC AC CHENANGO PARK CLO LTD
GSO/BLACKSTONE	LONG POINT PARK CLO, LTD.
GSO/BLACKSTONE	BLACKSTONE GSO STRATEGIC CREDIT FUND
GSO/BLACKSTONE	BLACKSTONE GSO STRATEGIC CREDIT FUND
GSO/BLACKSTONE	WEBSTER PARK CLO, LTD
GSO/BLACKSTONE	JAY PARK CLO LTD.
GSO/BLACKSTONE	GSO / BLACKSTONE DEBT FUNDS MANAGEMENT LLC AC MYERS PARK CLO, LTD.
HALCYON LOAN ADVISORS	HALCYON LOAN ADVISORS FUNDING 2015-1 LTD.
ICICI BANK	ICICI BANK UK PLC
ING CAPITAL	ING CAPITAL LLC
ING CAPITAL LLC	ING CAPITAL LLC

FUND MANAGER	LEGAL NAME
INSIGHT (CUTWATER)	CUTWATER 2014-I LTD
INSIGHT (CUTWATER)	CUTWATER 2015-I, LTD.
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2015-1, LTD.
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2014-1 LTD
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2014-2 LTD
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2016-1, LTD.
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2014-3, LTD
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2018-1 LTD
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2017-1, LTD.
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2015-2R, LTD.
JPMORGAN	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION - LONDON BRANCH
JPMORGAN	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
KING STREET	ROCKFORD TOWER CLO 2017-1, LTD.
KING STREET	ROCKFORD TOWER CLO 2018-1, LTD.
KING STREET	ROCKFORD TOWER CLO 2018-2, LTD.
KING STREET	ROCKFORD TOWER CLO 2017 2 LTD
KING STREET	ROCKFORD TOWER CLO 2019-1, LTD.
LCM MANAGEMENT	LCM 27 LTD.
LCM MANAGEMENT	LCM XXII LTD.
LCM MANAGEMENT	LCM XXIII LTD.
LCM MANAGEMENT	LCM XXIV LTD.
LCM MANAGEMENT	LCM 26 LTD.
LCM MANAGEMENT	LCM XIII LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XIX LIMITED PARTERSHIP
LCM MANAGEMENT	LCM XIV LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XV LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XVI LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XVII LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XVIII LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XX LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XXI LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XXV LTD
LIBERTY MUTUAL	EMPLOYERS INSURANCE COMPANY OF WAUSAU
LIBERTY MUTUAL	SAFECO INSURANCE COMPANY OF AMERICA.
LION POINT CAPITAL	LION POINT MASTER, LP
LORD ABBETT	LORD ABBETT FLOATING RATE FUND LTD
LORD ABBETT	LORD ABBETT INVESTMENT TRUST - LORD ABBETT FLOATING RATE FUND
LORD ABBETT	LORD ABBETT BANK LOAN TRUST
LORD ABBETT	LORD ABBETT INVESTMENT TRUST - LORD ABBETT FLOATING RATE FUND.
MJX	VENTURE 32 CLO, LIMITED
MJX	VENTURE XXIX CLO, LIMITED
MJX	VENTURE XXV CLO, LIMITED
MJX	VENTURE XXVIII CLO, LIMITED
MJX	VENTURE XVIII CLO, LIMITED
MJX	VENTURE XIII CLO, LIMITED
MJX	VENTURE 35 CLO, LIMITED
MJX	VENTURE XVII CLO, LIMITED
MJX	VENTURE XXI CLO, LIMITED

FUND MANAGER	LEGAL NAME
MJX	VENTURE XXII CLO, LIMITED
MJX	VENTURE XXIV CLO, LIMITED
MJX	VENTURE 28A CLO, LIMITED
MJX	VENTURE 31 CLO, LIMITED
MJX	VENTURE XIV CLO, LIMITED
MJX	VENTURE XIX CLO, LIMITED
MJX	VENTURE XV CLO LIMITED
MJX	VENTURE XXIII CLO, LIMITED
MJX	VENTURE XXVI CLO, LIMITED
MJX	VENTURE XXVII CLO, LIMITED
MJX	VENTURE 33 CLO, LIMITED
MJX	VENTURE XXX CLO, LIMITED
MORGAN STANLEY	MORGAN STANLEY SENIOR FUNDING, INC.
MORGAN STANLEY	MORGAN STANLEY SENIOR FUNDING, INC.
NAPIER PARK (FORMERLY CGAM)	REGATTA VI FUNDING LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA II FUNDING L.P.
NAPIER PARK (FORMERLY CGAM)	REGATTA IX FUNDING LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA X FUNDING, LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA XI FUNDING LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA XIII FUNDING LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA XIV FUNDING LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA XV FUNDING LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA VII FUNDING LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA VIII FUNDING LTD.
NASSAU	NASSAU 2018-II LTD.
NASSAU	NASSAU 2017-I LTD.
NASSAU	NASSAU 2017-II LTD.
NASSAU	NASSAU 2018-I LTD.
NEUBERGER BERMAN	NEUBERGER BERMAN INCOME FUNDS - FLOATING RATE INCOME FUND
NEUBERGER BERMAN	NEUBERGER BERMAN INVESTMENT ADVISERS AC NEUBERGER BERMAN INVESTMENT FUNDS II PLC - NEUBERGER BERMAN GLOBAL SENIOR FLOATING RATE INCOME FUND
NEUBERGER BERMAN	NEUBERGER BERMAN LOAN ADVISERS CLO 28, LTD
NOMURA	NCRAM LOAN TRUST
NOMURA	THE MASTER TRUST BANK OF JAPAN LTD DBA NOMURA BOND AND LOAN FUND
NUT TREE	NUT TREE DRAWDOWN MASTER FUND, LP
NUT TREE	NUT TREE MASTER FUND, LP
NUT TREE	NUVEEN LONG-SHORT CREDIT FUND, L.P.

FUND MANAGER	LEGAL NAME
NUVEEN/SYMPHONY	MENARD, INC
NUVEEN/SYMPHONY	NUVEEN MULTI-ASSET INCOME FUND.
NUVEEN/SYMPHONY	SYMPHONY CLO XXIII, LTD.-MC80757940
NUVEEN/SYMPHONY	SYMPHONY CLO XXV, LTD.
NUVEEN/SYMPHONY	NUVEEN SENIOR INCOME FUND.
NUVEEN/SYMPHONY	NUVEEN SENIOR INCOME FUND.
NUVEEN/SYMPHONY	NUVEEN ALTERNATIVE INVESTMENT FUNDS SICAV-SIF - NUVEEN US SENIOR LOAN FUND
NUVEEN/SYMPHONY	NUVEEN CREDIT STRATEGIES INCOME FUND.
NUVEEN/SYMPHONY	NUVEEN CREDIT STRATEGIES INCOME FUND.
NUVEEN/SYMPHONY	NUVEEN GLOBAL HIGH INCOME FUND
NUVEEN/SYMPHONY	NUVEEN HIGH INCOME BOND FUND
NUVEEN/SYMPHONY	PENSIONDANMARK PENSIONSFORSIKRINGSAKTIESELSKAB.....
NUVEEN/SYMPHONY	NUVEEN SENIOR LOAN FUND, LP
NUVEEN/SYMPHONY	NUVEEN SENIOR LOAN FUND, L.P.
NUVEEN/SYMPHONY	PRINCIPAL FUNDS, INC - DIVERSIFIED REAL ASSET FUND
NUVEEN/SYMPHONY	RURAL INDIA SUPPORTING TRUST.
NUVEEN/SYMPHONY	SYMPHONY CLO XXII, LTD
NUVEEN/SYMPHONY	TCI-SYMPHONY CLO 2016-1 LTD.
NUVEEN/SYMPHONY	NUVEEN INVESTMENT TRUST III - NUVEEN SYMPHONY FLOATING RATE INCOME FUND
NUVEEN/SYMPHONY	NUVEEN INVESTMENT TRUST III - NUVEEN SYMPHONY FLOATING RATE INCOME FUND
NUVEEN/SYMPHONY	SYMPHONY CLO XIV, LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XV, LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XIX, LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XVII, LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XVIII, LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XX, LTD.
NUVEEN/SYMPHONY	SYMPHONY FLOATING RATE SENIOR LOAN FUND
NUVEEN/SYMPHONY	NUVEEN SHORT DURATION CREDIT OPPORTUNITIES FUND
NUVEEN/SYMPHONY	BAYCITY CORPORATE ARBITRAGE AND RELATIVE VALUE FUND, L.P.
NUVEEN/SYMPHONY	BAYCITY HIGH YIELD INCOME FUND, L.P..
NUVEEN/SYMPHONY	CALIFORNIA STREET CLO IX LIMITED PARTNERSHIP
NUVEEN/SYMPHONY	PRINCIPAL DIVERSIFIED REAL ASSET CIT
NUVEEN/SYMPHONY	GOLDMAN SACHS TRUST II - GOLDMAN SACHS MULTI-MANAGER NON-CORE FIXED INCOME FUND
NUVEEN/SYMPHONY	MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO
NUVEEN/SYMPHONY	MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO
NUVEEN/SYMPHONY	NOMURA MULTI-MANAGERS FUND - GLOBAL BOND…
NUVEEN/SYMPHONY	NOMURA MULTI-MANAGERS FUND - GLOBAL BOND…
NUVEEN/SYMPHONY	NUVEEN FLOATING RATE INCOME OPPORTUNITY FUND
NUVEEN/SYMPHONY	NUVEEN FLOATING RATE INCOME OPPORTUNITY FUND
NUVEEN/SYMPHONY	NUVEEN FLOATING RATE INCOME FUND
NUVEEN/SYMPHONY	NUVEEN FLOATING RATE INCOME FUND
NUVEEN/SYMPHONY	NUVEEN FLOATING RATE INCOME FUND

FUND MANAGER	LEGAL NAME
NUVEEN/SYMPHONY	NUVEEN INVESTMENT TRUST III-NUVEEN SYMPHONY CREDIT OPPORTUNITIES FUND
NUVEEN/SYMPHONY	SYMPHONY CLO XVI, LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XVI, LTD.
NUVEEN/SYMPHONY	TCI-SYMPHONY CLO 2017-1 LTD.
NUVEEN/SYMPHONY	TCI-SYMPHONY CLO 2017-1 LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XXI, LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XXVI, LTD.
NUVEEN/SYMPHONY	NUVEEN OPPORTUNISTIC STRATEGIES LLC
NUVEEN/SYMPHONY	TIAA CLO IV LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XXIV, LTD
NUVEEN/SYMPHONY	TIAA CLO I LTD.
NUVEEN/SYMPHONY	TEACHERS ADVISORS, LLC AC TIAA CLO III LTD.
NUVEEN/SYMPHONY	TIAA-CREF BOND FUND
NUVEEN/SYMPHONY	TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA DBA TIAA GLOBAL PUBLIC INVESTMENTS LLC - SERIES LOAN
NUVEEN/SYMPHONY	TIAA-CREF FUNDS - TIAA-CREF HIGH-YIELD FUND.
NY LIFE	FLATIRON CLO 17 LTD
NY LIFE	MAINSTAY FLOATING RATE FUND, A SERIES OF MAINSTAY FUNDS TRUST.
NY LIFE	MAINSTAY VP FLOATING RATE PORTFOLIO, A SERIES OF MAINSTAY VP FUNDS TRUST
NY LIFE	NEW YORK LIFE INSURANCE COMPANY
NY LIFE	NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
NY LIFE	FLATIRON CLO 18 LTD.
NY LIFE	TCI-FLATIRON CLO 2017-1 LTD
NY LIFE	TCI-FLATIRON CLO 2016-1, LTD
ORCHARD FIRST SOURCE	OFSI BSL VIII, LTD.
ORCHARD FIRST SOURCE	OFSI BSL IX, LTD.
PACIFIC LIFE	PACIFIC SELECT FUND - HIGH YIELD BOND PORTFOLIO
PACIFIC LIFE	PACIFIC FUNDS HIGH INCOME
PACIFIC LIFE	PACIFIC FUNDS STRATEGIC INCOME
PALOMA PARTNERS	SUNRISE PARTNERS LIMITED PARTNERSHIP
PAR IV	TRALEE CLO II LTD.
PAR IV	TRALEE CLO IV, LTD
PAR IV	TRALEE CLO V LTD.
PENTWATER	PENTWATER CAPITAL MANAGEMENT LP AC LMA SPC MAP 98 SEGREGATED PORTFOLIO
PENTWATER	OCEANA MASTER FUND LTD.
PENTWATER	PENTWATER CAPITAL MANAGEMENT LP AC PENTWATER CREDIT MASTER FUND LTD
PENTWATER	PWCM MASTER FUND LTD..
PICTET	ALPHANATICS MASTER FUND LTD
PICTET	PICTET ALT - DISTRESSED & SPECIAL SITUATIONS
PINEBRIDGE	GALAXY XXIII CLO LTD
PINEBRIDGE	GALAXY XXIV CLO, LTD
PINEBRIDGE	GALAXY XXV CLO, LTD.
PINEBRIDGE	GALAXY XXVI CLO, LTD.
PINEBRIDGE	GALAXY XXVIII CLO, LTD.
PINEBRIDGE	PINEBRIDGE GLOBAL DYNAMIC ASSET ALLOCATION FUND

FUND MANAGER	LEGAL NAME
PINEBRIDGE	GALAXY XV CLO, LTD
PINEBRIDGE	GALAXY XIX CLO, LTD.
PINEBRIDGE	GALAXY XX CLO, LTD
PINEBRIDGE	GALAXY XXI CLO, LTD.
PINEBRIDGE	GALAXY XXII CLO, LTD
PINEBRIDGE	GALAXY XXVII CLO, LTD.
PINEBRIDGE	PORTICO BENEFIT SERVICES
PRETIUM (VALCOUR)	CROWN POINT CLO 7 LTD.
PRINCIPAL	PRINCIPAL FUND INC - GLOBAL DIVERSIFIED INCOME FUND....
RBC	ROYAL BANK OF CANADA
SEIX	MOUNTAIN VIEW CLO 2017-2 LTD
SEIX	MOUNTAIN VIEW CLO 2014-1 LTD.
SEIX	CITY NATIONAL ROCHDALE FUNDS - CITY NATIONAL ROCHDALE FIXED INCOME OPPORTUNITIES FUND
SEIX	MOUNTAIN VIEW CLO 2013-1 LTD.
SEIX	MOUNTAIN VIEW CLO 2016-1 LTD.
SEIX	MOUNTAIN VIEW CLO 2017-1 LTD.
SEIX	MOUNTAIN VIEW CLO IX LTD.
SEIX	MOUNTAIN VIEW CLO X LTD.
SEIX	VIRTUS ASSET TRUST - VIRTUS SEIX FLOATING RATE HIGH INCOME FUND
SEIX	VIRTUS ASSET TRUST - VIRTUS SEIX FLOATING RATE HIGH INCOME FUND
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 5, LTD.
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 2, LLC
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 4, LTD.
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 4, LTD.
SIGNAL PEAK (MARINER)	ORIX CORPORATE CAPITAL INC DBA SIGNAL PEAK CLO 2, LLC
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 1, LTD..
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 6, LTD.
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 7, LTD.
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 3, LTD.
SOUND POINT CAPITAL	SOUND POINT CLO IX, LTD.
SOUND POINT CAPITAL	SOUND POINT DISTRESSED LOAN OPPORTUNITY MASTER FUND I DESIGNATED ACTIVITY COMPANY
SOUND POINT CAPITAL	SOUND POINT TACTICAL LOAN OPPORTUNITY MASTER FUND I DESIGNATED ACTIVITY COMPANY.
SOUND POINT CAPITAL	SOUND POINT CLO V-R, LTD
SOUND POINT CAPITAL	SOUND POINT CLO XVII LTD
SOUND POINT CAPITAL	SOUND POINT CLO XXI, LTD.
SOUND POINT CAPITAL	SOUND POINT CLO VI-R, LTD
SOUND POINT CAPITAL	SOUND POINT CLO XII, LTD.
SOUND POINT CAPITAL	SOUND POINT CLO XIV, LTD.
SOUND POINT CAPITAL	SOUND POINT CLO XV, LTD.
SOUND POINT CAPITAL	SOUND POINT CLO XVI, LTD.
SOUND POINT CAPITAL	SOUND POINT CLO XX, LTD
STEELE CREEK	STEELE CREEK CLO 2017-1, LTD.
STEELE CREEK	STEELE CREEK CLO 2016-1, LTD
STEELE CREEK	STEELE CREEK CLO 2014-1R, LTD.

FUND MANAGER	LEGAL NAME
STEELE CREEK	STEELE CREEK CLO 2018-1, LTD.
STEELE CREEK	STEELE CREEK CLO 2018-2, LTD.
STEELE CREEK	STEELE CREEK CLO 2019-1, LTD
STEELE CREEK	STEELE CREEK CLO 2019-2, LTD.
TELOS / TRICADIA	TELOS CLO 2013-3 LTD
TELOS / TRICADIA	TELOS CLO 2014-5, LTD.
TELOS / TRICADIA	TELOS CLO 2014-6, LTD.
TRIMARAN	CATAMARAN CLO 2018-1 LTD.
TRIMARAN	CATAMARAN CLO 2014-1 LTD.
TRIMARAN	CATAMARAN CLO 2014-2 LTD.
UBS	UBS AG - STAMFORD BRANCH
VOYA	VOYA CLO 2015-3, LTD.
VOYA	VOYA CLO 2012-4, LTD.
VOYA	VOYA CLO 2013-1 LTD
VOYA	VOYA CLO 2013-2, LTD.
VOYA	VOYA CLO 2014-2, LTD.
VOYA	VOYA CLO 2014-4, LTD.
VOYA	VOYA ALTERNATIVE ASSET MANAGEMENT LLC AC VOYA CLO 2016-3, LTD.
VOYA	VOYA CLO 2017-4, LTD.
VOYA	VOYA CLO 2018-1, LTD.
VOYA	VOYA CLO 2018-2, LTD...
VOYA	VOYA CLO 2018-3, LTD.
VOYA	VOYA CLO 2014-1, LTD.
VOYA	VOYA CLO 2015-1, LTD..
VOYA	VOYA CLO 2016-2, LTD.
VOYA	VOYA CLO 2016-1, LTD.
VOYA	VOYA CLO 2017-1, LTD.
VOYA	VOYA CLO 2017-2, LTD.
VOYA	VOYA CLO 2017-3 LTD
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2016-2, LTD.
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2018-1, LTD
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2016-1, LTD.
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2017-1, LTD.
WELLFLEET (LITTLEJOHN)	WELLFLEET CREDIT PARTNERS LLC AC WELLFLEET CLO 2017-2 LTD
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2017-3, LTD.
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2018-3, LTD
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2015-1, LTD
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2018-2, LTD
WELLS FARGO	WELLS FARGO BANK, NA
WHITEHORSE (HIG BAYSIDE)	WHITEHORSE VIII LTD.
WHITEHORSE (HIG BAYSIDE)	WHITEHORSE XII LTD.
Z CAPITAL	Z CAPITAL CREDIT PARTNERS CLO 2019-1 LTD.
Z CAPITAL	Z CAPITAL CREDIT PARTNERS CLO 2018-1 LTD