				Booket Hood F Bat	5 1 110d: 0/ 1/202 1
	Fill in this information to ident	ify the case:			
	United States Bankruptcy Court	for the:			
	Distric	ct ofDelaware			
	Case number (If known):	(State) Chapter _11			
	Case number (ii known).	Chapter		Г	1 Ob a da ignica i a a
			1		Check if this is a amended filing
O	official Form 205				J
l	nvoluntary Pe	tition Against a N	lon-Indi [,]	vidual	12/15
a c	case against an individual, use	tcy case against a non-individual you al the <i>Involuntary Petition Against an Indi</i> y additional sheets to this form. On the t	ividual (Official Fo	orm 105). Be as complete and accura	ate as possible. If
Pa	Identify the Chapter	r of the Bankruptcy Code Under W	nich Petition Is	Filed	
1.	Chapter of the	Check one:			
	Bankruptcy Code	☐ Chapter 7			
		☐ Chapter 11			
Pa	art 2: Identify the Debtor				
2.	Debtor's name	Epic! Creations, Inc.			
3.	Other names you know the debtor has used in the last 8 years	Byju's Inc. d/b/a StoryMagic			
	Include any assumed names, trade names, or doing business as names.				
4.	Debtor's federal Employer Identification Number (EIN)	☐ Unknown $ \frac{4}{EIN} $			
5.	Debtor's address	Principal place of business		Mailing address, if different	
		702 Marshall Street Number Street		228 Hamilton Avenue, Floor 3 Number Street	
		0.11.11000			
		Suite #280		P.O. Box	
		Redwood City Caty State	94063 ZIP Code	Palo Alto CA City Stat	94301 e ZIP Code
		0 M.		Location of principal assets, if different principal place of business	erent from
		San Mateo County		Number Street	

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Epic! Creations, Inc.

De	btor .	Lpic: Oreations,	Case number (if known)
	ı	lame	
6.	Debtor's	website (URL)	https://www.getepic.com
7.	Type of o	lebtor	Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) Partnership (excluding LLP) Other type of debtor. Specify:
8.	Type of o		Check one:
			 ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A)) ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) ☐ Railroad (as defined in 11 U.S.C. § 101(44)) ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A)) ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6)) ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
			None of the types of business listed. Unknown type of business.
9.	knowledge bankrupt pending	by or against ner or affiliate	□ No ▼ Yes. Debtor BYJU's Alpha, Inc. Former Affiliate Relationship Case number, if known 24-10140 (JTD) Case number, if known 24-10140 (JTD)
Pa	art 3:	Report About the	Debtor Relationship
10.	Venue		Check one: Over the last 180 days before the filing of this bankruptcy, the debtor had a domicile, principal place of business, or principal assets in this district longer than in any other district.
			☐ A bankruptcy case concerning debtor's affiliates, general partner, or partnership is pending in this district.
11.	Allegatio	ns	Each petitioner is eligible to file this petition under 11 U.S.C. § 303(b). The debtor may be the subject of an involuntary case under 11 U.S.C. § 303(a). At least one box must be checked: The debtor is generally not paying its debts as they become due, unless they are the subject of a bona fide dispute as to liability or amount. Within 120 days before the filing of this petition, a custodian, other than a trustee, receiver, or an agent appointed or authorized to take charge of less than substantially all of the property of the debtor for the purpose of enforcing a lien against such property, was appointed or took possession.
12.		of any claim he debtor by or	 No ☑ Yes. Attach all documents that evidence the transfer and any statements required under Bankruptcy Rule 1003(a).

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Debtor Epic! Creations, Inc. Case number (if known)_____

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	See <u>Schedule 1-B</u> annex	ed hereto - claim detail for HPS Petitioning Creditors	\$
			\$
			\$
		Total of petitioners' claims	\$

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

Part 4: Request for Relief

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

Petitioners or Petitioners' Rep	resentative		Attorneys		
Name and mailing address of HPS Investment F Name HPS Petitioning Cre	· Partners, LLC or		G. David Dean Printed name Cole Schotz P.C.		
40 West 57th Street, Floor 33 Number Street			Firm name, if any		
New York	NY	10019	500 Delaware Aven	ue, Suite 1410	
City	State	ZIP Code	Number Street		
			Wilmington	DE	19801
Name and mailing address of	petitioner's repre	esentative, if any	City	State	ZIP Code
Scott Crocombe			Contact phone (302) 652	2-3131 _{Email} ddear	n@coleschotz.com
Name					
40 West 57th Street, Floor 3	3		Bar number No. 640	3	
Number Street					
New York	NY	10019	State Delawa	are	
City	State	ZIP Code			
I declare under penalty of perjur	v that the foregoin	ng is true and correct.			
Executed on 05/21/2024 MM / DD / YYYY	,	g 12 1100 time control	/s/ G. David Dear	n 	
Docusigne	ed by:	Managing Director	Signature of attorney 06/04/20	124	
Signature of petitioner or representation	:ve,400cluding repres	entative's title	Date signed MM / DD		

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Debtor Epic! Creations, Inc. Case number (if known)

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	See Schedule 2Bannexed hereto -	claim detail for TBK Bank, SSB	\$
			\$
			\$
		Total of petitioners' claims	\$

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

Part 4:

Request for Relief

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Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

Petitioners or Petition	ers' Representative		Attorneys		
Name and mailing add	lress of petitioner				
TBK Bank, SSB			G. David Dean		
Name			Printed name		
12700 Dark Contro	al Driva Sta 1700		Cole Schotz P.C.		
12700 Park Centra	al Drive, Sie 1700		Firm name, if any		
Da ll as City	TX State	75251 ZIP Code	500 Delaware Avenue,	Suite 1410	
City	State	ZIP Code	Wi l mington	DE	19801
Name and mailing add	Iress of petitioner's repre	esentative if any	City	State	ZIP Code
Adam Nelson, EVP, Name 12700 Park Centra Number Street	General Counsel & Corp	oorate Secretary	Contact phone (302) 652-3 Bar number No. 6403	131 _{Email} ddean	@coleschotz.com
Da ll as	TX	75271	State Delaware		
City I declare under penalty	State of perjury that the foregoin	ZIP Code			
Executed on 05/22/20			/s/ G. David Dean		
DocuSigned by:			Signature of attorney		
Signatu764646eti1i7654Abr re	epresentative, including repres	entative's title	06/04/2024 Date signed		
			MM / DD / YY	ΥY	

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Debtor Epic! Creations, Inc. Case number (if known)_____

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	See Schedule 3-B annexed he	reto - claim detail for Redwood Petitioning Cred	itore _{\$}
			\$
			\$
		Total of petitioners' claims	\$

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

Part 4: Request for Relief

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Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

Petitioners or Petitione	ers' Representative		Attorneys		
Name and mailing add	ress of petitioner				
			G. David Dean		
Redwood Capital	Management, LLC	on behalf of the	Printed name		
	itioning Creditors Identifi	ed on Schedule 3-B	Cole Schotz P.C.		
250 West 55th Street, 26th	Floor	-	Firm name, if any		
Number Street					
New York	NY	10019	500 Delaware Avenu	ue, Suite 1410	
City	State	ZIP Code	Number Street		
			Wilmington	DE	19801
			City	State	ZIP Code
Name and mailing add	ress of petitioner's rep	resentative, if any	City	State	ZIP Code
_	ress of petitioner's rep	resentative, if any	City Contact phone (302) 652		ZIP Code @coleschotz.com
Ruben Kliksberg	ress of petitioner's rep	resentative, if any	(200) 650		
Ruben Kliksberg Name		resentative, if any	(200) 650	2-3131 _{Email} ddean	
Ruben Kliksberg Name 250 West 55th Street, 26th	Floor	resentative, if any	Contact phone (302) 652	2-3131 _{Email} ddean	
Ruben Kliksberg Name 250 West 55th Street, 26th		resentative, if any	Contact phone (302) 652	2-3131 _{Email} ddean	
Ruben Kliksberg Name 250 West 55th Street, 26th Number Street New York	Floor		Contact phone (302) 652 Bar number No. 640	2-3131 _{Email} ddean	
Ruben Kliksberg Name 250 West 55th Street, 26th Number Street New York City	Floor	10019 ZIP Code	Contact phone (302) 652 Bar number No. 640	2-3131 _{Email} ddean	
Ruben Kliksberg Name 250 West 55th Street, 26th Number Street New York City I declare under penalty	Floor NY State of perjury that the forego	10019 ZIP Code	Contact phone (302) 652 Bar number No. 640 State Delawa	2-3131 _{Email} ddean	
Ruben Kliksberg Name 250 West 55th Street, 26th Number Street New York City I declare under penalty	Floor NY State of perjury that the forego	10019 ZIP Code	Contact phone (302) 652 Bar number No. 640 State Delawa /s/ G. David Dean	2-3131 _{Email} ddean	
Ruben Kliksberg Name 250 West 55th Street, 26th Number Street New York City I declare under penalty Executed on	Floor NY State of perjury that the forego	10019 ZIP Code ing is true and correct.	Contact phone (302) 652 Bar number No. 640 State Delawa	2-3131 _{Email} ddean	
Ruben Kliksberg Name 250 West 55th Street, 26th Number Street New York City I declare under penalty Executed on 05/20/20 MM / DD /	Floor NY State of perjury that the forego 24 YYYYY	10019 ZIP Code ing is true and correct.	Contact phone (302) 652 Bar number No. 640 State Delawa /s/ G. David Dean	2-3131 _{Email} <u>ddean</u> 3 are	

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Debtor Epic! Creations, Inc. Case number (if known)_____

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	See Schedule 4-B annexed hereto -	claim detail for Veritas Petitioning Creditors	\$
			\$
			\$
		Total of petitioners' claims	\$

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

Part 4: Request for Relief

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Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

Petitioners or Petitioners' Representative			Attorneys		
Name and mailing address Veritas Capital Credit Opportunities Fund SPV Name 9 West 57th Street, 3 Number Street	, L.L.C. and Veritas Capital Credit C	Opportunities Fund II SPV, L.L.C.	G. David Dean Printed name Cole Schotz P.C. Firm name, if any		
New York	NY	10019	500 Delaware Aver	nue, Suite 1410	
City	State	ZIP Code	Number Street		
			Wilmington	DE	19801
Name and mailing address	s of petitioner's rep	resentative, if any	City	State	ZIP Code
Mark Basile, Presider	nt		Contact phone (302) 65	52-3131 _{Email} ddean	@coleschotz.com
9 West 57th Street, 3	2nd Floor		Bar number No. 640	3	
New York City	NY State	10019 ZIP Code	State Delawar	e	
I declare under penalty of p	erjury that the foregoi	ing is true and correct.			
Executed on _05/29/2024 MM / DD / YYY	· · · · · · · · · · · · · · · · · · ·		x /s/ G. David Deal	n	
			Signature of attorney		
Signature of petitioner or repres	entative, including repre	esentative's title	Date signed 06/04/20		
			MM / DD	/ Y Y Y Y	

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Debtor	Epic! Creations, Inc.	 Case number (if known)
	Name	

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	_See <u>Schedule 5-B</u> annexed h	nereto - claim detail for HGV BL SPV, LLC	
			\$
			\$
		Total of petitioners' claims	\$

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

Part 4: Request for Relief

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Petitioners or Petitioners' Repre	esentative		Attorneys			
Name and mailing address of pe	etitioner					
			G. David De	ean		
HGV BL SPV, LLC			Printed name			
Name			Cole Schot	17 D C		
330 Madison Avenue, 21st FL Number Street			Firm name, if any			
New York	NY State	10017 ZIP Code	500 Delaw	vare Avenue, Suite t	e 1410	
City	Ciaio	211 0000	Wilmington	n	DE	19801
			City		 State	ZIP Code
Name and mailing address of pe	etitioner's repre	esentative, if any	Oity		Glate	211 0000
Mandy Lam Name			Contact phone	(302) 652-3131	_{Email} ddean	@coleschotz.com
_330 Madison Avenue, 21st FL Number Street			Bar number _	No. 6403		
New York	NY State	10017 ZIP Code	State _	Delaware		
I declare under penalty of perjury						
Executed on 06/03/2024			x /s/ G. Da	vid Dean		
			Signature of atto	rney		
K Wardysfar	G	eneral Counsel		06/04/2024		
Signature of petitioner or representative	e, including repres	entative's title	Date signed	MM / DD / YYYY		

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Debtor Epic! Creations, Inc. Case number (if known)

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	See Schedule 7-B annexed hereto - cla	aim detail for Midtown Acquisitions L.P.	\$
			\$
			\$
		Total of petitioners' claims	\$

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

Part 4: Request for Relief

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Petitioners or Petitioner	s' Representative		Attorneys		
Name and mailing addre	ss of petitioner				
Midtown Acquisitions GP LLC, a	as general partner of Midtow	n Acquisitions L.P.	G. David Dean		
Name			Printed name		
500 M II A	004 5		Cole Schotz P.C.		
520 Madison Avenu Number Street	e, 30th Floor		Firm name, if any		
			500 Dalaman A	0.4440	
New York	NY	10022	500 Delaware Aven	ue, Suite 1410	
City	State	ZIP Code			
			Wilmington	DE	19801
Name and mailing addre	ess of petitioner's rep	resentative, if any	City	State	ZIP Code
Shulamit Leviant			Contact phone (302) 652	2-3131 ddean	@coleschotz.com
Name			Contact phone (302) 652	Email ddddi'i	<u>@00100011012.00111</u>
520 Madison Avenu	o 20th Floor		Barnumber No. 6403	.	
Number Street	e, sour Floor		Bar number IVO. 0403	<u></u>	
	NIV	40000	State Delaware	7	
New York City	NY State	10022 ZIP Code	State Delaware		
City	State	ZIF Code			
I declare under penalty of	perjury that the forego	ing is true and correct.			
06/04/202	24	-	/s/ G. David Dear	1	
Executed on _06/04/202			X 75/ G. David Deal	•	
DocuSigned by:			Signature of attorney		
Shuly Leviant	Aut	horized Signatory			
6DB11BFC533747E	recentative including repre	anantativa'a titla	06/04/20 Date signed	24	
Signature of petitioner or repr	esentative, including repre	esentative s title	MM / DD	/ YYYY	

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Debtor	Epic! Creations, Inc.	 Case number (if known)
		·

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	_See <u>Schedule 8-B</u> annexed hereto - clain	n detail for Silver Point Petitioning Cre	editors _{\$}
			\$
			\$
		Total of petitioners' claims	\$

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

Part 4: Request for Relief

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Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

Petitioners or Petitioners' Representative	Attorneys
Name and mailing address of petitioner	
Name and maining address of petitioner	
	G. David Dean
Silver Point Capital, L.P. on behalf of the	Printed name
Name Silver Point Petitioning Creditors identified on Schedule 8-B	Cole Schotz P.C.
2 Greenwich Plaza	Firm name, if any
Number Street	
Greenwich, CT 06830	500 Delaware Avenue, Suite 1410
City State ZIP Code	Number Street
	Wilmington DE 19801
Name and mailing address of petitioner's representative, if any	City State ZIP Code
Name and maining address of petitioner's representative, if any	
Steven Weiser	Contact phone (302) 652-3131 Email ddean@coleschotz.com
Name	
2 Greenwich Plaza	Bar number No. 6403
Number Street	
	stato Delaware
Greenwich, CT 06830 City State ZIP Code	State Delaware
City State ZIP Code	
I declare under penalty of perjury that the foregoing is true and correct.	
r declare and penalty of perjury that the releganty to true and correct.	//0.5
Executed on _05/15/2024	🗶 /s/ G. David Dean
MM / DD / YYYY	Cimatum of allows
\sim / \sim	Signature of attorney
Authorized Signatory	06/04/2024
Signature of petitioner or representative, including representative's title	Date signed
	MM / DD / YYYY

DocuSign Envelope ID: 7B3F5E56 Ease 4587 ACCA box 1 Filed 06/04/24 Page 10 of 368

Epic! Creations, Inc.		<u> </u>	Case number (if known)		
. Each petitioner's claim	Name of petitioner	N	ature of petitioner's clai	m	Amount of the claim above the value of any lien
	See <u>Schedule 9-B</u> annexe	d hereto - claim de	tail for Shawnee 202	2-1 LLC	\$
					\$
					\$
			Total of petitioners	' claims	\$
additional petitioning creditor, the statement under penalty of perjualong with the signature of the part 4: Request for Relief WARNING — Bankruptcy fraud is a	ne petitioner's claim, the petitic iry set out in Part 4 of the form etitioner's attorney.	oner's representative , followed by each a	e, and the petitioner's dditional petitioner's	attorney. Inc (or representa	lude the tive's) signature,
\$500,000 or imprisonment for up to				se can result in	tines up to
Petitioners request that an order for petitioning creditor is a corporation, foreign representative appointed in	, attach the corporate ownership	statement required by	/ Bankruptcy Rule 1010	O(b). If any petit	
I have examined the information in	this document and have a reaso	nable belief that the in	nformation is true and c	correct.	
Petitioners or Petitioners' Repres	sentative	Attorneys			
Name and welling address of and	414:				
Name and mailing address of per	utioner	G. David	Dean		
Shawnee 2022-1 LLC		Printed name)		
Name		Cole So	hotz P.C.		
_850 Library Avenue, Suite 204		Firm name, i	fany		
Number Street NewarkDela City	ware19711 State ZIP Code	500 De	laware Avenue, Suite	e 1410	
Sity	State ZIP Code	Wilmin	aton	DE	19801
Name and mailing address of per	titioner's representative if any	City	3.011	State	ZIP Code
	& Associates	Contact pho	ne (302) 652-3131	_{Email} ddea	n@coleschotz.con
850 Library Avenue, Suite 20 Number	4	Bar number	No. 6403		
	elaware19711 State ZIP Code	State	Delaware		
I declare under penalty of perjury the	hat the foregoing is true and corr	ect.			
Executed on 06/04/2024		★ /s/ G.	David Dean		
DocuSigned by:		Signature of	attorney		
c Donald J. Puglisi	sole member and a man	ager	00/04/0004		
A3139BB10852407 Signature of petitioner or representative	, including representative's title	— Date signed	06/04/2024		

MM / DD / YYYY

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Debtor	Epic! Creations, Inc.	Case number (if known)
--------	-----------------------	------------------------

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	See Schedule 10-B annexed hereto - claim detail	for Sentinel Dome Petitioning Creditors	\$
			\$
			\$
		Total of petitioners' claims	\$

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

Part 4: Request for Relief

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

Petitioners or Petitioners' Representative	Attorneys
Name and mailing address of petitioner Sentinel Dome Partners, LLC on behalf of the Sentinel Dome Petitioning Creditors identified on Schedule 10-B 1350 Bayshore Hwy, Ste 905 Number Street Burlingame CA 94010 City 94010	G. David Dean Printed name Cole Schotz P.C. Firm name, if any 500 Delaware Avenue, Suite 1410 Number Street
	Wilmington DE 19801 State ZIP Code
Name and mailing address of petitioner's representative, if any	, ·
Charlene Nyberg, CFO	Contact phone (302) 652-3131 Email ddean@coleschotz.com
1350 Bayshore Hwy, Ste 905 Number Street	Bar number No. 6403
$\begin{array}{c c} {\text{Burlingame}} & {\text{CA}} & 94010 \\ \hline \text{City} & {\text{State}} & {\text{ZIP Code}} \end{array}$	State Delaware
I declare under penalty of perjury that the foregoing is true and correct Executed on MM / DD / YYYYY	/s/ G. David Dean Signature of attorney 06/04/2024
Signature of petitioner or representative, including representative's title	Date signed MM / DD / YYYY

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Debtor Epic! Creations, Inc. Case number (# known)_____

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	See Schedule 11-B annexed hereto - o	laim detail for the Stonehill Petitioning Creditors	\$
			\$
			\$
		Total of petitioners' claims	\$

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

Part 4: Request for Relief

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

Petitioners or Petitioners'	Representative		Attorneys		
Name and mailing address Stonehill Capital Mana Stonehill Petitioning Creditors is 320 Park Ave., 26th F Number Street New York City Name and mailing address Paul D. Malek, Authorize Name 320 Park Ave., 26th F Number Street	agement LLC, or dentified on Schedule 1: loor NY State of petitioner's represed Signatory	1-B attached hereto 10022 ZIP Code	G. David Dean Printed name Cole Schotz P.C. Firm name, if any 500 Delaware Avenue Number Street Wilmington City Contact phone (302) 652-3 Bar number No. 6403	DE State	19801 ZIP Code
New York City	NY State	10022 ZIP Code	State Delaware		
I declare under penalty of period of	· · · · · · · · · · · · · · · · · · ·		/s/ G. David Dean Signature of attorney Date signed Signature of attorney 06/04/2024 06/		

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Debtor Epic! Creations, Inc. Case number (if known)_____

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	See Schedule 12-B annexed heret	o - claim detail for Diameter Petitioning Creditors	\$
			\$
			\$
		Total of petitioners' claims	\$

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

Part 4: Request for Relief

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

Petitioners or Petitioners' Representative		Attorneys			
Name and mailing address of petitioner Diameter Capital Partners LP, on behalf of the Diameter Petitioning Creditors identified on Schedule 12-B attached hereto Name 55 Hudson Yards, Suite 29B Number Street		G. David Dean Printed name Cole Schotz P.C. Firm name, if any			
New York	NY	10001	500 Delaware Avenue,	Suite 1410	
City Name and mailing address	State of petitioner's repr	ZIP Code	Number Street Wilmington City	DE State	19801 ZIP Code
Shailini Rao, Co-Chief Operating Officer & General Counsel Name 55 Hudson Yards, Suite 29B Number Street		Contact phone (302) 652-31 Bar number No. 6403	31 _{Email} ddear	@coleschotz.com	
New York City	NY State	10001 ZIP Code	State Delaware	_	
I declare under penalty of perjury that the foregoing is true and correct. Executed on 06/04/2024 MM / DD / YYYYY		/s/ G. David Dean Signature of attorney			
Signature of petitioner or representative, including representative's title			Date signed 06/04/2024 MM / DD / YYY	Υ_	

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Debtor	Epic! Creations, Inc.	 Case number (if known)

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	See Schedule 13-B annexed hereto - clair	m detail for Ellington Petitioning Cred	litors _{\$}
			\$
			\$
		Total of petitioners' claims	\$

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

Part 4: Request for Relief

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

Petitioners or Petitioners' Representative	Attorneys
Name and mailing address of petitioner	
Ellington CLO III, Ltd. and Ellington Special Relative Value Fund L.L.C. Name 53 Forest Avenue Number Street	G. David Dean Printed name Cole Schotz P.C. Firm name, if any
Old Greenwich CT 06880 City State ZIP Code	500 Delaware Avenue, Suite 1410Number Street
Name and mailing address of petitioner's representative, if any Daniel Margolis Name 53 Forest Avenue	Wilmington City DE 19801 ZIP Code Contact phone (302) 652-3131 Email ddean@coleschotz.com Bar number No. 6403 State Delaware
I declare under penalty of perjury that the foregoing is true and correct two correct true and correct true	/s/ G. David Dean Signature of attorney Date signed 06/04/2024 MM / DD / YYYY

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Debtor Epic! Creations, Inc. Case number (# known)_____

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	GLAS Trust Company LLC, in its capacity as as administrative and collateral agent	outstanding principal under term loan	\$
			\$
*This amount represents the total princip	inal term loans autotanding under the Cradit and C		\$
Agreement. While such claim is secured,	ipal term loans outstanding under the Credit and G GLAS Trust Company LLC agrees individually, and the erally, to cap their collective secured claim at an amoun collective claims	ne other Total of petitioners' claims	\$

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

Part 4: Request for Relief

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

Petitioners or Petitioners' Representative		Attorneys			
Name and mailing addre	ess of petitioner				
GLAS Trust Company LLC, in its	capacity as administrative ac	gent and collateral agent	Laura Davis Jone	es	
Name	,,	,,	Printed name		
3 Second Street, Suite	206			Ziehl & Jones LLP	
Number Street			Firm name, if any		
Jersey City	NJ	07311	919 North Market	t Street, 17th Floor	
City	State	ZIP Code	Number Street		
			Wilmington	DE	19801
Name and mailing addre	ss of petitioner's rep	resentative, if any	City	State	ZIP Code
Name 3 Second Street, Suite		nager - Vice President	Contact phone 302 Bar number 2436		@pszjlaw.com
Jersey City City	NJ State	07311 ZIP Code	State <u>DE</u>		
I declare under penalty of	perjury that the foregoi	ing is true and correct.			
Executed on 06 / 04 / 2024 MM / DD / YYYY		/s/ Laura Davis J	lones		
/s/ Katie Fischer					
Signature of petitioner or repr	esentative, including repre	sentative's title	Date signed	/04/2024 / DD / YYYY	

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Debtor	_Epicl Creations, Inc.	Case number (if known

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
See Sche	dule 15-B attached hereto - cla	nim detail for Continental Casualty Company	\$
			\$
			\$
		Total of petitioners' claims	\$

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

Part 4: Request for Relief

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

Petitioners or Petitioners' Representative		Attorneys			
Name and mailing address of p Continental Casualty Comp Name 151 North Franklin Street, 18 Number Street Chicago City Name and mailing address of p Amy C. Adams Name 151 North Franklin Street Number Street Chicago	5th Floor IL State	60606 ZIP Code esentative, if any	G. David Dean Printed name Cole Schotz P.C. Firm name, if any 500 Delaware Avenue, Number Street Willimington City Contact phone Bar number DE	DE State 3131 _{Email} DDean	19801 ZIP Code @coleschotz.com
City	State	ZIP Code	State		
I declare under penalty of perjury Executed on 06/04/2024 MM / DD / YYYYY	Senio & Tre	Approved by Lee Dept. Approved by Lee Dept. Michael Coffey or Vice President assurer	/s/ G. David Deal Signature of attorney 06/04/202 Date signed		
Signature of petitioner or representative, including representative's title		MM / DD /			

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Debtor Epic! Creations, Inc. Case number (if known)____

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	See Schedule 16-B annexed I	nereto - claim detail for India Credit Solutions, L.P.	\$
			\$
			\$
		Total of petitioners' claims	\$

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

Part 4: Request for Relief

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

Petitioners or Petitioners' Representative			Attorneys	
Name and mailing address of petitioner India Credit Solutions, L.P. Name 190 Elgin Avenue Number Street George Town Grand Cayman KY1-9008 City State ZIP Code Name and mailing address of petitioner's representative, if any Matthew Mach Name 901 Marquette Avenue S., Suite 3300		G. David Dean Printed name Cole Schotz P.C. Firm name, if any 500 Delaware Avenue, Suite 1410 Number Street Wilmington City Delaware 19801 ZIP Code Contact phone (302) 652-3131 Email ddean@coleschotz.com		
Minneapolis City	MN State	55402 ZIP Code	State Delawa	are
Executed on O6/04/2024 MM / DD / YY Signature of petitioner or representations.	YY Authorized Sig	natory	/s/ G. David Dean Signature of attorney Date signed 06/04/	

Table of Contents for Epic! Creations, Inc. Involuntary Petition

Petitioning Creditor Group	Schedules
1. HPS Petitioning Creditors:	1. Schedule 1-A: Corporate Ownership
1. HPS Petitioning Creditors: a. Cardinal Fund, L.P. b. Florida Power & Light Company Qualified Decommissioning Trusts for Turkey Point and St. Lucie Nuclear Plants c. HPS Loan Management 10-2016, Ltd. d. HPS Loan Management 11-2017, Ltd. e. HPS Loan Management 12-2018, Ltd. f. HPS Loan Management 13-2018, Ltd. g. HPS Loan Management 14-2019, Ltd. h. HPS Loan Management 15-2019, Ltd. i. HPS Loan Management 2013-2, Ltd. j. HPS Loan Management 2021-16, Ltd. k. HPS Loan Management 3-2014, Ltd. l. HPS Loan Management 4-2014, Ltd. m. HPS Loan Management 5-2015, Ltd. n. HPS Loan Management 8-2016, Ltd. o. HPS Loan Management 8-2016, Ltd. p. HPS Loan Management 9-2016, Ltd. q. HPS Mauna Kea Fund, L.P.	
r. Institutional Credit Fund Subsidiary, L.P. s. Strata CLO I, Ltd. t. Strata CLO II, Ltd. u. ZALICO VL Series Account-2 2. TBK Bank, SSB	 Schedule 2-A: Corporate Ownership Statement Schedule 2-B: Claim Detail
3. Redwood Petitioning Creditors: a. Blue Hiawatha DD3 LLC b. Blue Hiawatha LLC c. Redwood Drawdown Master Fund III, L.P. d. Redwood Master Fund, Ltd. e. Redwood Opportunity Master Fund, Ltd. f. White Granite LLC	 Schedule 3-A: Corporate Ownership Statement Schedule 3-B: Claim Detail Schedule 3-C: FRBP 1003(a) Declaration Exhibit A – Claim Transfer
 4. Veritas Petitioning Creditors: a. Veritas Capital Credit Opportunities Fund II SPV, L.L.C. b. Veritas Capital Credit Opportunities Fund SPV, L.L.C. 5. HGV BL LSPV, LLC 	 Schedule 4-A: Corporate Ownership Statement Schedule 4-B: Claim Detail Schedule 5-A: Corporate
- · · · · · · · · · · · · · · · · · · ·	Ownership Statement 2. Schedule 5-B: Claim Detail 3. Schedule 5-C: FRBP 1003(a) Declaration

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Table of Contents for Epic! Creations, Inc. Involuntary Petition

Petitioning Creditor Group	Schedules
•	a. Exhibit A – Claim Transfer
	Support
6. [Reserved]	1. [Reserved]
7. Midtown Acquisitions L.P.	1. Schedule 7-A: N/A ¹
	2. Schedule 7-B: Claim Detail
	3. Schedule 7-C: FRBP 1003(a)
	Declaration
	a. Exhibit A – Claim Transfer
	Support
8. Silver Point Petitioning Creditors:	1. Schedule 8-A: Corporate
a. SPCP Group, LLC	Ownership Statement
b. SPCP Institutional Group LLC	2. Schedule 8-B: Claim Detail
	3. Schedule 8-C: FRBP 1003(a)
	Declaration
	a. Exhibit A – Claim Transfer
0. Cl. 2022 1 1 1 C	Support
9. Shawnee 2022-1 LLC	1. Schedule 9-A: Corporate
	Ownership Statement
	2. Schedule 9-B: Claim Detail
	3. Schedule 9-C: FRBP 1003(a)
	Declaration
	a. Exhibit A – Claim Transfer
10 Santinal Dama Patitioning Craditors	Support 1 Schodule 10 A. Corporate
10. Sentinel Dome Petitioning Creditors:a. NPB Manager Fund, SPC on behalf of and	1. Schedule 10-A: Corporate
a. NPB Manager Fund, SPC on behalf of and for the account of Segregated Portfolio 103	Ownership Statement 2. Schedule 10-B: Claim Detail
b. SDP Flagship Master Fund LP	2. Schedule 10-D. Claim Detail
11. Stonehill Petitioning Creditors:	1. Schedule 11-A: Corporate
a. Stonehill Master Fund Ltd.	Ownership Statement
b. Stonehill Institutional Partners, L.P.	2. Schedule 11-B: Claim Detail
o. Stonellin histitutional i artifets, E.i .	3. Schedule 11-C: FRBP 1003(a)
	Declaration
	a. Exhibit A – Claim Transfer
	Support
12. Diameter Petitioning Creditors:	1. Schedule 12-A: N/A ²
a. Diameter Dislocation Master Fund LP	2. Schedule 12-B: Claim Detail

¹ Midtown Acquisitions L.P. is a limited partnership, which is not a corporation under 11 U.S.C. § 101(9). Accordingly, this entity is exempt from the requirement to file a corporate ownership statement pursuant to Federal Rule of Bankruptcy Procedure 7007.1, which is made applicable through Federal Rule of Bankruptcy Procedure 1010(b).

² See footnote 1.

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Table of Contents for Epic! Creations, Inc. Involuntary Petition

Petitioning Creditor Group	Schedules
b. Diameter Dislocation Master Fund II LP	3. Schedule 12-C: FRBP 1003(a)
c. Diameter Master Fund LP	Declaration
	a. Exhibit A – Claim Transfer
	Support
13. Ellington Petitioning Creditors:	1. Schedule 13-A: Corporate
a. Ellington CLO III, Ltd.	Ownership Statement
b. Ellington Special Relative Value Fund	2. Schedule 13-B: Claim Detail
L.L.C.	
14. GLAS Trust Company LLC	1. Schedule 14-A: Corporate
	Ownership Statement
	2. Schedule 14-B: Claim Detail
15. Continental Casualty Company	1. Schedule 15-A: Corporate
	Ownership Statement
	2. Schedule 15-B: Claim Detail
16. India Credit Solutions, L.P.	1. Schedule 16-A: N/A ³
	2. Schedule 16-B: Claim Detail

³ See footnote 1.

Schedule 1-A

Corporate Ownership Statement for HPS Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Epic! Creations, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF HPS PETITIONING CREDITORS

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, the petitioning creditors identified on Schedule 1-B attached hereto (each an "HPS Petitioning Creditor" and collectively, the "HPS Petitioning Creditors") hereby submit this consolidated corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against Epic! Creations, Inc. ("Epic"). Each HPS Petitioning Creditor is a separate and distinct lender under that certain Credit and Guaranty Agreement, dated as of November 24, 2021 by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("Parent Guarantor"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent. Each HPS Petitioning Creditor is managed by HPS Investment Partners, LLC. As set forth more fully in column D of Schedule 1-B, no corporate entity directly or indirectly owns 10% or more of any HPS Petitioning Creditor's equity interests.

Declaration Under Penalty of Perjury

I, the undersigned authorized representative of HPS Investment Partners, LLC, have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy petition for Epic on behalf of each HPS Petitioning Creditor. I declare under penalty of perjury

that I have reviewed this Corporate Ownership Statement and <u>Schedule 1-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

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Dated: May 21, 2024

Name: Scott Crocombe
Title: Managing Director

DocuSigned by:

Company: HPS Investment Partners, LLC

On behalf of each HPS Petitioning Creditor identified on <u>Schedule 1-B</u> attached hereto

Schedule 1-B

Claim Detail for HPS Petitioning Creditors

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<u>Schedule 1-B</u> to Epic! Creations, Inc. Involuntary Bankruptcy Petition Claim Detail for HPS Petitioning Creditors

		Amount of the Claim Above	Corporate Entities	Has There Been a
		the Value of Any Lien*	Directly or Indirectly	Transfer of the
			Owning 10% or More	Claim by or to the
Name of HPS Petitioning Creditor	Nature of Claim		of Petitioning	Petitioning
Cardinal Fund, L.P.	Term loan holdings	\$	N/A	No
Florida Power & Light Company Qualified Decommissioning				
Trusts for Turkey Point and St. Lucie Nuclear Plants	Term loan holdings	\$	No parent	No
HPS Loan Management 10-2016, Ltd	Term loan holdings	\$	No parent	No
HPS Loan Management 11-2017, Ltd.	Term loan holdings	\$	No parent	No
HPS Loan Management 12-2018, Ltd.	Term loan holdings	\$	No parent	No
HPS Loan Management 13-2018, Ltd.	Term loan holdings	\$	No parent	No
HPS Loan Management 14-2019, Ltd.	Term loan holdings	\$	No parent	No
HPS Loan Management 15-2019, Ltd.	Term loan holdings	\$	No parent	No
HPS Loan Management 2013-2, Ltd.	Term loan holdings	\$	No parent	No
HPS Loan Management 2021-16, Ltd.	Term loan holdings	\$	No parent	No
HPS Loan Management 3-2014, Ltd.	Term loan holdings	\$	No parent	No
HPS Loan Management 4-2014, Ltd.	Term loan holdings	\$	No parent	No
HPS Loan Management 5-2015, Ltd.	Term loan holdings	\$	No parent	No
HPS Loan Management 6-2015, Ltd.	Term loan holdings	\$	No parent	No
HPS Loan Management 8-2016, Ltd	Term loan holdings	\$	No parent	No
HPS Loan Management 9-2016, Ltd.	Term loan holdings	\$	No parent	No
HPS Mauna Kea Fund, L.P	Term loan holdings	\$	N/A	No
Institutional Credit Fund Subsidiary, L.P.	Term loan holdings	\$	N/A	No
Strata CLO I, Ltd.	Term loan holdings	\$	No parent	No
Strata CLO II, Ltd.	Term loan holdings	\$	No parent	No
ZALICO VL Series Account-2	Term loan holdings	\$	No parent	No

^{*}This amount represents the Petitioning Creditor's current total holdings under the Credit and Guaranty Agreement. While such claim is secured, the Petitioning Creditor agrees individually, and the Petitioning Creditors agree jointly and severally, to cap their collective secured claim at an amount that is \$18,600 less than the face amount of their collective claims.

Schedule 2-A

Corporate Ownership Statement for TBK Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Epic! Creations, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF TBK BANK, SSB

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, TBK Bank, SSB (the "TBK Petitioning Creditor") hereby submits this corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against Epic! Creations, Inc. ("Epic"). The TBK Petitioning Creditor is a lender under that certain Credit and Guaranty Agreement, dated as of November 24, 2021 by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("Parent Guarantor"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent. The TBK Petitioning Creditor is managed by Triumph Financial. As set forth in Column D of Schedule 2 -B attached hereto, BlackRock Inc. directly or indirectly owns 10% or more of the TBK Petitioning Creditor's equity interests.

Declaration Under Penalty of Perjury

I, the undersigned authorized representative of Triumph Financial, have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy petition for Epic on behalf of the TBK Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and **Schedule 2** |-B attached hereto, and that all

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information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

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Dated: May 23, 2024

Name: Adam Nelson

DocuSigned by:

Title: EVP, General Counsel &

Corporate Secretary

Company: Triumph Financial

On behalf of TBK Bank, SSB

Schedule 2-B

Claim Detail for TBK Petitioning Creditors

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<u>Schedule 2-B</u> to Epic! Creations, Inc. Involuntary Bankruptcy Petition Claim Detail for TBK Bank, SSB

Name of Petitioning Creditor	Nature of Claim	Value of Any Lien*	Owning 10% or More of Petitioning	Has There Been a Transfer of the Claim by or to the Petitioning Creditor?
TBK Bank, SSB	Term loan holdings	\$	BlackRock Inc. (owns 14.4%)	No

*This amount represents the Petitioning
Creditor's current total holdings under the
Credit and Guaranty Agreement. While such
claim is secured, the Petitioning Creditor
agrees individually, and the Petitioning
Creditors agree jointly and severally, to cap
their collective secured claim at an amount
that is \$18,600 less than the face amount of
their collective claims.

Schedule 3-A

Corporate Ownership Statement for Redwood Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Epic! Creations, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF REDWOOD PETITIONING CREDITORS

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, the petitioning creditors identified on **Schedule 3-B** attached hereto (each a "Redwood Petitioning Creditor" and collectively, the "Redwood Petitioning Creditors") hereby submit this consolidated corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against Epic! Creations, Inc. ("Epic"). Each Redwood Petitioning Creditor is a separate and distinct lender under that certain Credit and Guaranty Agreement, dated as of November 24, 2021 by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("Parent Guarantor"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent. Each Redwood Petitioning Creditor is an investment fund or an entity owned by one or more investment funds managed by Redwood Capital Management, LLC. Column D of Schedule 3-B identifies all corporate entities that directly or indirectly own 10% or more of each Redwood Petitioning Creditor's equity interests.

Declaration Under Penalty of Perjury

I, the undersigned authorized representative of Redwood Capital Management, LLC, have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy

petition for Epic on behalf of each Redwood Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and <u>Schedule 3-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

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Dated: May 24, 2024

Name: Ruben Kilksberg

Title: CEO

Company: Redwood Capital Management, LLC

DoçuSigned by:

On behalf of each Redwood Petitioning Creditor identified on <u>Schedule 3-B</u> attached hereto

Schedule 3-B

Claim Detail for Redwood Petitioning Creditors

Schedule 3-B to Epic! Creations, Inc. Involuntary Bankruptcy Petition Claim Detail for Redwood Petitioning Creditors

Name of Redwood Petitioning Creditor	Nature of Claim	Amount of the Claim Above the Value of Any Lien*	Corporate Entities <u>Directly or</u> <u>Indirectly</u> Owning 10% or More of Petitioning Creditor's Stock	Has There Been a Transfer of the Claim by or to the Petitioning Creditor?
BLUE HIAWATHA DD3 LLC	Term loan holdings	\$	NA	Yes
			100% owned by Redwood	
Blue Hiawatha LLC	Term loan holdings	\$	Master Fund, Ltd.	Yes
Redwood Drawdown Master Fund III, LP.	Term loan holdings	\$	NA	Yes
			Redwood Offshore Fund, Ltd.	
Redwood Master Fund, Ltd	Term loan holdings	\$	is a >10% corporated owner	Yes
			Redwood Opportunity	
			Offshore Fund, Ltd. is a >10%	
REDWOOD OPPORTUNITY MASTER FUND, LTD	Term loan holdings	\$	corporate owner	Yes
			Redwood Master Fund, Ltd.	
			and Redwood Opportunity	
			Master Fund, Ltd. are each	
White Granite LLC	Term loan holdings	\$	>10% owners	Yes

^{*} This amount represents the Petitioning Creditor's current total holdings under the Credit and Guaranty Agreement. While such claim is secured, the Petitioning Creditor agrees individually, and the Petitioning Creditors agree jointly and severally, to cap their collective secured claim at an amount that is \$18,600 less than the face amount of their collective claims.

Schedule 3-C

Redwood Petitioning Creditors 1003(a) Declaration

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Epic! Creations Inc.	Case No. 24 ()
Alleged Debtor.	

DECLARATION OF REDWOOD CAPITAL MANAGEMENT, LLC ON BEHALF OF REDWOOD PETITIONING CREDITORS PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 1003(a)

Pursuant to 28 U.S.C. § 1746, I, Ruben Kliksberg, declare as follows:

- 1. I make this declaration on behalf of Blue Hiawatha DD3 LLC, Blue Hiawatha LLC, Redwood Drawdown Master Fund III, LP., Redwood Master Fund, Ltd, Redwood Opportunity Master Fund, Ltd, and White Granite LLC (each a "Redwood Petitioning Creditor" and collectively, the "Redwood Petitioning Creditors") in the above-captioned involuntary chapter 11 case (the "Bankruptcy Case") filed by Petitioning Creditor and other petitioning creditors against alleged debtor Epic! Creations, Inc. ("Epic"). I am fully familiar with the facts set forth herein either through my own personal knowledge or through a review of documents related to the Redwood Petitioning Creditors' claims against Epic. If called to testify in connection with the Bankruptcy Case, the following would constitute my testimony.
- 2. I am the CEO of Redwood Capital Management, LLC ("<u>Redwood</u>"). Each Redwood Petitioning Creditor is an investment fund or an entity owned by one or more investment funds managed by Redwood. I have authority to execute this declaration on behalf of each Redwood Petitioning Creditor.
- 3. As set forth more fully in <u>Schedules 3-A and 3-B</u> attached to the involuntary petition filed against Epic, each Redwood Petitioning Creditor holds a claim against Epic based

upon its holdings under that certain Credit and Guaranty Agreement dated as of November 24, 2021 (the "Credit Agreement"), by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("Parent Guarantor"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent.

- 4. The Redwood Petitioning Creditors' holdings under the Credit Agreement that are being relied upon for the purpose of satisfying the requirement of 11 U.S.C. § 303(b)(1) were acquired between November 2021 and June 2023, as reflected in the attached documents.
- 5. No Redwood Petitioning Creditor acquired its claim for the purpose of commencing this case under the Bankruptcy Code.
- 6. Each Redwood Petitioning Creditor either (i) acquired its claim on the open market for investment purposes or (ii) acquired its claim from another Redwood-managed fund, who in turn acquired the claim on the open market for investment purposes.
- 7. The trade confirmations attached as Exhibit A include both the trade confirmations for the actual current holders as well as the assignments into the master funds that were subsequently transferred to White Granite LLC.
- 8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

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Dated: May 24, 2024

Name: Ruben Kliksberg

DocuSigned by:

Title: CEO

Company: Redwood Capital Management, LLC

Exhibit A

Redwood Petitioning Creditor Claim Transfer Supporting Documents

Blue Hiawatha - BYJU (Bright) Claim Transfer Supporting Documents

LSTA PAR/NEAR PAR TRADE CONFIRMATION

To:	Blue Hiawatha	LLC
	Buyer MEI:	US0M01H107
	Attention:	Anna Xu
	Phone No.:	
	Fax No.:	
	Email:	
	Address:	
From:	JPMorgan Cha	se Bank, N.A.
	Seller MEI:	US1L019291
	Attention:	Joelle Gavlick
	Phone No.:	
	Fax No.:	0
	Email:	
	Address:	
Date:	06/05/2023	

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of December 1, 2021, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration between Loan Traders with regard to Cover Price for Trades that Do Not Settle by BISO Trigger Date" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date:	06/01/2023		
Seller:	JPMorgan Chase Bank, N.A.	✓ Principal	Agent
Buyer:	Blue Hiawatha LLC	✓ Principal	Agent

Credit Agreement: CREDIT AND GUARANTY AGREEMENT, dated as of November 24, 2021, among Think and Learn Private

Limited, a company established under the laws of India with corporate identification number

U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alpha, Inc, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Parent Guarantor (together with the Parent Guarantor, the "Initial Guarantors" and each individually, an "Initial Guarantor"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and GLAS Trust Company LLC, a limited liability company organized and existing under the

laws of the State of New Hampshire, as Administrative Agent and as Collateral Agent.

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Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase	Type of	<u>Facility</u>	CUSIP
Amount	Debt		Number
USD 5,308,200.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade: If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

In connection with the Transaction, Seller hereby represents and warrants to Buyer that, as of the Trade Date and the Settlement Date, the Purchase Amount of the Debt is subject to the Cooperation Agreement dated as of January 3, 2023 (as amended, modified, or otherwise supplemented from time to time), among the Cooperating Lenders (as defined therein) (the "Cooperation Agreement").

In connection with the Transaction, Buyer hereby represents and warrants to Seller, as of the Trade Date and the Settlement Date, and agrees, as is applicable, that it (i) is a party, and is subject, to the Cooperation Agreement, or (ii) is, and is acting in its capacity as, a Qualified Marketmaker (as defined in the Cooperation Agreement) and shall, in connection with acting as a Qualified Marketmaker (a) transfer the Purchase Amount of the Debt to another Cooperating Lender (as defined in the Cooperation Agreement) or (b) obtain a signed Joinder (as defined in the Cooperation Agreement) from its transferee, in each case, as required in the Cooperation Agreement (absent an applicable exemption), or (iii) shall sign a Joinder as required in the Cooperation Agreement.

Each of Buyer and Seller agrees to comply with notice requirements (if any) under the Cooperation Agreement applicable to the transfer by Seller and the acquisition by Buyer of the Transfer Amount of the Debt.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Collin Wirth at ClearPar at the following fax number or email address:

If you have any questions, please contact Collin Wirth at

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JPMorgan Chase Bank, N.A.

By: 40 2.186/12

Name: Steven Blacker

Title: Authorized Signatory

Blue Hiawatha LLC By: REDWOOD CAPITAL MANAGEMENT,LLC, its Investment Manager

Toni Healey

By:

Name: Toni Healey

Title: Chief Financial Officer

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Blue Hiawatha - BYJU Claim Transfer Supporting Documents

Deutsche Bank LMA TRADE CONFIRMATION (BANK DEBT)

To:	Blue Hiawatha LLC			Date: _	September 2023
Attentic	on: Andy Sullivan				
Distres	e pleased to confirm the following transaction, sub- sed Trade Transactions (Bank Debt/Claims) of the Date, which are incorporated in this Confirmation.				
1.	Type of transaction:	8.	Pric	ing:	
	☑ Par trade transaction		Purc	chase Ra	te: %
	□ Distressed trade transaction	9.		rued Ir rest):	terest (other than PIK
2.	Credit Agreement Details:			Settled \	Vithout Accrued Interest
	Borrower(s): Byju's Alpha Inc.		_	Daid on	Settlement Date
	Agent Bank: GLAS Trust Company LLC				
	Date: 24 November 2021 as amended and/or restated from time to time,				n Settlement Date and ted from next roll-over date
	including by Amendment No.8 to Credit Agreement dated as of 12 January 2023		☑		Flat, save as modified by 13 (Other Terms of Trade)
	Total Facility Amount:	••			
	\$1,200,000,000 (being the aggregate	10.	Fori	m of Pur	chase:
	principal amount of the term loan facility under the Credit Agreement, as of the date of the Credit Agreement)		Ø	Assump	ransfer by Assignment and tion (as defined in the Credit ent) in form prescribed by
	Additional Information:			the Cred	lit Agreement
	The Credit Agreement is secured by the Liens (as defined in the Credit			☐ Le	gal Transfer only
	Agreement).				Participation using LMA
3.	Trade Date: 30 May 2023			standard Participa	
4.	Settlement Date: As soon as reasonably practicable			(par/dist	ressed)
5.	Seller: Deutsche Bank AG, London Branch		☑	Participa	ansaction settles by Funded ation, the Participation ent will grant:
	As ☑ principal			574	
6.	Buyer: Blue Hiawatha LLC			- V	oting rights
	As ☑ principal				☑ Yes □ No
7.	Details of Traded Portion:			- In	nformation rights:
	Name of Tranche/Facility:			ē	Yes (subject to the
	Initial Term Loan				Buyer executing
	Nature (Revolving, Term, Acceptances, Guarantee, Letter of Credit, Other):			р	onfidentiality agreement as er Seller's request and the erms of the Credit
	Term			A	greement)
	Traded Portion of Commitment:				Collateral for Undrawn ommitment:

US\$7,719,800.00

	☐ Yes ☑ No	
11.	Transaction Documentation:	
	To be prepared by: ☑ Seller	
	□ Buyer	
12.	Credit Documentation to be provided by Seller :	
	☐ Yes ☑ No	
13.	Process Agents:	
	Buver: ☐ Yes ☑ No	

14. Other Terms of Trade:

Seller:

☑ Buy-in/sell-out damages do not apply to this par trade transaction.

☑ No

Yes

- Breakfunding compensation does not apply to this par trade transaction.
- Delayed Settlement Compensation applies to this transaction and for the purposes of this transaction, "Delay Period Commencement Date" means the date falling 20 Business Days after the Trade Date.
- ☑ Upstream Settlement and KYC: The settlement of this transaction is subject to the successful completion of (i) the upstream purchase by the Seller of the Purchased Assets to be sold under this Confirmation and (ii) all necessary "know your customer" or other similar checks

under all applicable laws and regulations required by the Seller in respect of the Buyer.

- approvals: The settlement of this transaction by (as the case may be) substitution, novation, assignment or participation is subject to the granting of any third party consents (including without limitation any Borrower consent, regulatory or government approvals) (if applicable) required under the terms of the Credit Agreement or otherwise by applicable law.
- Interest due on 25 May 2023: For the avoidance of doubt, Interest (other than PIK Interest) and Recurring Fees (if any) in respect of the Traded Portion accrued up to but excluding 25 May 2023 (the "Seller's Portion") shall be for the account of the Seller, irrespective of when such amount is actually paid by the relevant Obligor. The Buyer shall promptly and in any event within two Business Days of receipt of all or any part of the Seller's Portion, pay that amount to the Seller.

Please sign and return this confirmation no later than the close of business on the second business day following receipt of this confirmation by email to the electronic mail address mentioned below or by other electronic means agreed between us.

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If you have any questions, please contact please contact the persons listed below. For audit confirmations, please send requests by email to

SELLER

Contact Person: Suresh Ganesan / Ben Tsang /

Jessie Liu / Gautam Prasad

Fax No.:

E-mail:

Phone No.:

LEI: 7LTWFZYICNSX8D621K86

BUYER

Contact Person: Andy Sullivan

E-mail:

Phone No.:

DEUTSCHE BANK AG, LONDON BRANCH

By:

Name:

Title:

Ben Tsang

Date:

By:

Name:

Title:

Jessie Liu Director

Date:

BLUE HIAWATHA LLC.

By: Toni Healey

Name: Toni Healey

Title: Authorized Signatory



To:	Blue Hiawatha LLC.		Date: September	er 2023
Attentic	on: Andy Sullivan			
Distres	pleased to confirm the following transaction, subjected Trade Transactions (Bank Debt/Claims) of the Date, which are incorporated in this Confirmation.			
1.	Type of transaction:		Pricing:	
	☑ Par trade transaction		Purchase Rate: %	
	□ Distressed trade transaction	8.	Accrued Interest (other nterest):	than PIK
2.	Credit Agreement Details:		Settled Without Accrued	Interest
	Borrower(s): Byju's Alpha Inc.		Paid on Settlement Date	
	Agent Bank: GLAS Trust Company LLC		30 Access Section (2000) 80	
	Date: 24 November 2021 as amended and/or restated from time to time,		Paid on Settlement Discounted from next ro	
	including by Amendment No.8 to Credit Agreement dated as of 12 January 2023		Trades Flat, save as Section 13 (Other Tern below.	
	Total Facility Amount:	9.	orm of Purchase:	
	\$1,200,000,000 (being the aggregate principal amount of the term loan facility under the Credit Agreement, as of the date of the Credit Agreement)	9.	 Legal Transfer by Assi Assumption (as defined Agreement) in form pr 	in the Credit
	Additional Information: The Credit Agreement is secured by the Liens (as defined in the Credit Agreement).		the Credit Agreement Legal Transfer only Funded Participation	
3.	Trade Date: 31 May 2023		standard form of	
4.	Settlement Date: As soon as reasonably practicable		Participation (par/distressed)	Agreement
5.	Seller: Deutsche Bank AG, London Branch		If this transaction settles Participation, the Agreement will grant:	s by Funded Participation
	As ☑ principal		- Voting rights	
6.	Buyer: Blue Hiawatha LLC.			-
	As ☑ principal		☑ Yes	□ No
7.	Details of Traded Portion:		 Information rights 	: :
	Name of Tranche/Facility:		☑ Yes (sub	oject to the
	Initial Term Loan		Buyer confidentiality ag	executing
	Nature (Revolving, Term, Acceptances, Guarantee, Letter of Credit, Other):		per Seller's requ terms of the	
	Term		Agreement)	
	Traded Portion of Commitment:		 Collateral for commitment: 	. Undrawn

US\$2,709,700.00

			.	Yes		No
10.	Transaction	Docum	nent	tatio	n:	
	To be prepare	ed by:	☑	Selle	er	
				Buye	er	
11.	Credit Documby Seller:	menta	tion	to b	e pro	ovided
	☐ Yes	☑	No			
12.	Process Age	ents:				
	Buyer:	☐ Ye	s	Ø	No	
	Seller:	☐ Ye	s	Ø	No	

- 13. Other Terms of Trade:
 - ☑ Buy-in/sell-out damages do not apply to this par trade transaction.
 - ☑ Breakfunding compensation does not apply to this par trade transaction.
 - Delayed Settlement Compensation applies to this transaction and for the purposes of this transaction, "Delay Period Commencement Date" means the date falling 20 Business Days after the Trade Date.
 - ✓ Upstream Settlement and KYC:
 The settlement of this transaction is subject to the successful completion of (i) the upstream purchase by the Seller of the Purchased Assets to be sold under this Confirmation and (ii) all necessary "know your customer" or other similar checks

under all applicable laws and regulations required by the Seller in respect of the Buyer.

- regulatory Consent and approvals: The settlement of this transaction by (as the case may be) substitution, novation, assignment or participation is subject to the granting of any third party consents (including without limitation any Borrower consent, regulatory or (if approvals) government applicable) required under the terms of the Credit Agreement or otherwise by applicable law.
- ✓ Interest due on 25 May 2023: For the avoidance of doubt, Interest (other than PIK Interest) and Recurring Fees (if any) in respect of the Traded Portion accrued up to but excluding 25 May 2023 (the "Seller's Portion") shall be for the account of the Seller, irrespective of when such amount is actually paid by the relevant Obligor. The Buyer shall promptly and in any event within two Business Days of receipt of all or any part of the Seller's Portion, pay that amount to the Seller.

Please sign and return this confirmation no later than the close of business on the second business day following receipt of this confirmation by email to the electronic mail address mentioned below or by other electronic means agreed between us.

If you have any questions, please contact please contact the persons listed below. For audit confirmations, please send requests by email to

SELLER

Contact Person: Suresh Ganesan / Ben Tsang /

Jessie Liu / Gautam Prasad

Fax No.:

E-mail:

Phone No.:

LEI: 7LTWFZYICNSX8D621K86

BUYER

Contact Person: Andy Sullivan

E-mail:

Phone No.:

DEUTSCHE BANK AG, LONDON BRANCH

Director

Ву:

Name:

Title:

Date:

Ву:

Name:

Title:

Date:

Jessie Liu Director **BLUE HIAWATHA LLC.**

By: Tani Healey

Name: Toni Healey

Title: Authorized Signatory

Date: 09/15/2023

- 3 -

Blue Hiawatha DD3 - BYJU (Bright) Claim Transfer Supporting Documents

LSTA PAR/NEAR PAR TRADE CONFIRMATION

To:	Blue Hiawatha	DD3 LLC
	Buyer MEI:	US0M01H0Z8
	Attention:	Anna Xu
	Phone No.:	
	Fax No.:	
	Email:	
	Address:	
From:	JPMorgan Cha	se Bank, N.A.
	Seller MEI:	US1L019291
	Attention:	Joelle Gavlick
	Phone No.:	
	Fax No.:	0
	Email:	
	Address:	
Date:	06/05/2023	

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of December 1, 2021, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration between Loan Traders with regard to Cover Price for Trades that Do Not Settle by BISO Trigger Date" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date:	06/01/2023		
Seller:	JPMorgan Chase Bank, N.A.	✓ Principal	Agent
Buyer:	Blue Hiawatha DD3 LLC	✓ Principal	Agent

Credit Agreement: CREDIT AND GUARANTY AGREEMENT, dated as of November 24, 2021, among Think and Learn Private

Limited, a company established under the laws of India with corporate identification number

U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alpha, Inc, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Parent Guarantor (together with the Parent Guarantor, the "Initial Guarantors" and each individually, an "Initial Guarantor"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and GLAS Trust Company LLC, a limited liability company organized and existing under the

laws of the State of New Hampshire, as Administrative Agent and as Collateral Agent.

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Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase	Type of	<u>Facility</u>	CUSIP
Amount	Debt		Number
USD 3,071,800.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade: If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

In connection with the Transaction, Seller hereby represents and warrants to Buyer that, as of the Trade Date and the Settlement Date, the Purchase Amount of the Debt is subject to the Cooperation Agreement dated as of January 3, 2023 (as amended, modified, or otherwise supplemented from time to time), among the Cooperating Lenders (as defined therein) (the "Cooperation Agreement").

In connection with the Transaction, Buyer hereby represents and warrants to Seller, as of the Trade Date and the Settlement Date, and agrees, as is applicable, that it (i) is a party, and is subject, to the Cooperation Agreement, or (ii) is, and is acting in its capacity as, a Qualified Marketmaker (as defined in the Cooperation Agreement) and shall, in connection with acting as a Qualified Marketmaker (a) transfer the Purchase Amount of the Debt to another Cooperating Lender (as defined in the Cooperation Agreement) or (b) obtain a signed Joinder (as defined in the Cooperation Agreement) from its transferee, in each case, as required in the Cooperation Agreement (absent an applicable exemption), or (iii) shall sign a Joinder as required in the Cooperation Agreement.

Each of Buyer and Seller agrees to comply with notice requirements (if any) under the Cooperation Agreement applicable to the transfer by Seller and the acquisition by Buyer of the Transfer Amount of the Debt.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Collin Wirth at ClearPar at the following fax number or email address:

If you have any questions, please contact Collin Wirth at

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JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

fo 2.186/12

Blue Hiawatha DD3 LLC By: REDWOOD DRAWDOWN MASTER FUND III, L.P. its Managing Member

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

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Blue Hiawatha DD3 - BYJU Claim Transfer Supporting Documents



	LMA TRADE CONFIRMATION	
To:	Blue Hiawatha DD3, LLC	

Attention: Andy Sullivan

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par and n the

	ssed Trade Transactions (Bank Debt/Claims) of the Date, which are incorporated in this Confirmation.	ne Loan	Market Association ("LMA") as in effect of		
1.	Type of transaction:	8.	Pricing:		
	☑ Par trade transaction		Purchase Rate:		
	□ Distressed trade transaction	9.	Accrued Interest (other than PIK Interest):		
2.	Credit Agreement Details:		□ Settled Without Accrued Interest		
	Borrower(s): Byju's Alpha Inc.				
	Agent Bank: GLAS Trust Company LLC		□ Paid on Settlement Date		
	Date: 24 November 2021 as amended and/or restated from time to time,		 Paid on Settlement Date and Discounted from next roll-over date 		
	including by Amendment No.8 to Credit Agreement dated as of 12 January 2023		☑ Trades Flat, save as modified by Section 13 (Other Terms of Trade) below		
	Total Facility Amount:				
	\$1,200,000,000 (being the aggregate	10.	Form of Purchase:		
	principal amount of the term loan facility under the Credit Agreement, as of the		☑ Legal Transfer by Assignment and Assumption (as defined in the Credit		
	date of the Credit Agreement) Additional Information:		Agreement) in form prescribed by the Credit Agreement		
	The Credit Agreement is secured by the Liens (as defined in the Credit		☐ Legal Transfer only		
3.	Agreement). Trade Date: 30 May 2023		☐ Funded Participation using LMA standard form of Funded		
4.	Settlement Date: As soon as reasonably practicable		Participation Agreement (par/distressed)		
5.	Seller: Deutsche Bank AG, London Branch		☑ If this transaction settles by Funded Participation, the Participation Agreement will grant:		
	As ☑ principal				
6.	Buyer: Blue Hiawatha DD3, LLC		 Voting rights 		
	As ☑ principal		☑ Yes ☐ No		

7. **Details of Traded Portion:**

Name of Tranche/Facility:

Initial Term Loan

Nature (Revolving, Term, Acceptances, Guarantee, Letter of Credit, Other):

Term

Traded Portion of Commitment:

US\$4,280,200.00

Confidential

- Information rights:

(subject to the

the Credit

confidentiality agreement as

per Seller's request and the

for

of

executing

Undrawn

✓ Yes

Buyer

terms

Agreement)

Collateral

commitment:

September 2023

Date: ____

	☐ Yes	\square	No

11. Transaction Documentation:

To be prepared by: ☑ Seller

Buyer

12. Credit Documentation to be provided by Seller:

☐ Yes ☑ No

13. Process Agents:

Buyer: ☐ Yes ☑ No

Seller: ☐ Yes ☑ No

14. Other Terms of Trade:

- Breakfunding compensation does not apply to this par trade transaction and for the purposes of this transaction, "Delay Period Commencement Date" means the date falling 20 Business Days after the Trade Date.
- ☑ Delayed Settlement Compensation applies to this transaction.
- ☑ Upstream Settlement and KYC: The settlement of this transaction is subject to the successful completion of (i) the upstream purchase by the Seller of the Purchased Assets to be sold under this Confirmation and (ii) all necessary "know your customer" or other similar checks

under all applicable laws and regulations required by the Seller in respect of the Buyer.

- Consent and regulatory $\overline{\mathbf{V}}$ approvals: The settlement of this transaction by (as the case may be) substitution, novation, assignment or participation is subject to the granting of any third party consents (including without limitation any Borrower consent, regulatory or approvals) (if government applicable) required under the terms of the Credit Agreement or otherwise by applicable law.
- ☑ Interest due on 25 May 2023: For the avoidance of doubt, Interest (other than PIK Interest) and Recurring Fees (if any) in respect of the Traded Portion accrued up to but excluding 25 May 2023 shall be for the account of the Seller, irrespective of when such amount is actually paid by the relevant Obligor. The Buyer shall promptly and in any event within two Business Days of receipt of all or any part of the Seller's Portion, pay that amount to the Seller.

Please sign and return this confirmation no later than the close of business on the second business day following receipt of this confirmation by email to the electronic mail address mentioned below or by other electronic means agreed between us.

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If you have any questions, please contact please contact the persons listed below. For audit confirmations, please send requests by email to

SELLER

Contact Person: Suresh Ganesan / Ben Tsang /

Jessie Liu / Gautam Prasad

Fax No.:

E-mail:

Phone No.:

LEI: 7LTWFZYICNSX8D621K86

BUYER

Contact Person: Andy Sullivan

E-mail:

Phone No.:

DEUTSCHE BANK AG, LONDON BRANCH

Ву:

Name:

Title:

Date:

By:

Name:

Title:

Jessie Liu Director

Date:

BLUE HIAWATHA DD3, LLC

By: Tani Healey

Name: Toni Healey

Title: Authorized Signatory

Date: 09/15/2023



То:	Blue Hiawatha DD3, LLC		Date:	September 2023	
Attenti	on: Andy Sullivan				
Distres	e pleased to confirm the following transaction, subjected Trade Transactions (Bank Debt/Claims) of the Date, which are incorporated in this Confirmation.				
1.	Type of transaction:	Р	Pricing:		
	☑ Par trade transaction	Р	urchase F	Rate:	
	□ Distressed trade transaction		ccrued iterest):	Interest (other than PIK	
2.	Credit Agreement Details:		Settled	Without Accrued Interest	
	Borrower(s): Byju's Alpha Inc.		Paid or	n Settlement Date	
	Agent Bank: GLAS Trust Company LLC	83.0			
	Date: 24 November 2021 as amended and/or restated from time to time,			on Settlement Date and nted from next roll-over date	
	including by Amendment No.8 to Credit Agreement dated as of 12 January 2023	₹	Section	Flat, save as modified by 13 (Other Terms of Trade)	
	Total Facility Amount:		below.		
	\$1,200,000,000 (being the aggregate	9. F	orm of Pu	ırchase:	
	principal amount of the term loan facility under the Credit Agreement, as of the date of the Credit Agreement)	ℤ	Assum	Transfer by Assignment and ption (as defined in the Credit	
	Additional Information: The Credit Agreement is secured by the Liens (as defined in the Credit		the Cre	nent) in form prescribed by edit Agreement egal Transfer only	
	Agreement).				
3.	Trade Date: 31 May 2023		standa	d Participation using LMA rd form of Funded	
4.	Settlement Date: As soon as reasonably practicable		Particip (par/dis	pation Agreement stressed)	
5.	Seller: Deutsche Bank AG, London Branch	☑	Particip		
	As ☑ principal		Agreen	nent will grant:	
6.	Buyer: Blue Hiawatha DD3, LLC		*	Voting rights	
	As ☑ principal			☑ Yes □ No	
7.	Details of Traded Portion:		-	Information rights:	
	Name of Tranche/Facility:				
	Initial Term Loan			✓ Yes (subject to the Buyer executing	
	Nature (Revolving, Term, Acceptances, Guarantee, Letter of Credit, Other):			confidentiality agreement as per Seller's request and the	
	Term			terms of the Credit Agreement)	
	Traded Portion of Commitment:			Collateral for Undrawn	
				commitment:	

US\$ 1,190,300.00

		☐ Yes ☑ No	
10.	Transaction Docur	mentation:	
	To be prepared by:	☑ Seller	
		☐ Buyer	
11.	Credit Documenta	ation to be provided	
	☐ Yes	No	
12.	Process Agents:		
	Buyer: ☐ Ye	es ☑ No	
	Seller:	es ☑ No	

- 13. Other Terms of Trade:
 - ☑ Buy-in/sell-out damages do not apply to this par trade transaction.
 - ☑ Breakfunding compensation does not apply to this par trade transaction.
 - Delayed Settlement Compensation applies to this transaction and for the purposes of this transaction, "Delay Period Commencement Date" means the date falling 20 Business Days after the Trade Date.
 - ☑ Upstream Settlement and KYC: The settlement of this transaction is subject to the successful completion of (i) the upstream purchase by the Seller of the Purchased Assets to be sold under this Confirmation and (ii) all necessary "know your customer" or other similar checks

under all applicable laws and regulations required by the Seller in respect of the Buyer.

- approvals: The settlement of this transaction by (as the case may be) substitution, novation, assignment or participation is subject to the granting of any third party consents (including without limitation any Borrower consent, regulatory or government approvals) (if applicable) required under the terms of the Credit Agreement or otherwise by applicable law.
- ✓ Interest due on 25 May 2023: For the avoidance of doubt, Interest (other than PIK Interest) and Recurring Fees (if any) in respect of the Traded Portion accrued up to but excluding 25 May 2023 (the "Seller's Portion") shall be for the account of the Seller, irrespective of when such amount is actually paid by the relevant Obligor. The Buyer shall promptly and in any event within two Business Days of receipt of all or any part of the Seller's Portion, pay that amount to the Seller.

Please sign and return this confirmation no later than the close of business on the second business day following receipt of this confirmation by email to the electronic mail address mentioned below or by other electronic means agreed between us.

If you have any questions, please contact please contact the persons listed below. For audit confirmations, please send requests by email to

SELLER

Contact Person: Suresh Ganesan / Ben Tsang /

Jessie Liu / Gautam Prasad

Fax No.:

E-mail:

Phone No.:

LEI: 7LTWFZYICNSX8D621K86

BUYER

Contact Person: Andy Sullivan

E-mail:

Phone No.:

DEUTSCHE BANK AG, LONDON BRANCH

Ву:

Name:

Title:

Ben Tsang

Date:

By:

Name:

Title:

Jessie Liu Director

Date:

BLUE HIAWATHA DD3, LLC

By: Toni Healey

Name: Toni Healey

Title: Authorized Signatory

Date: 09/15/2023

DD3 - BYJU Claim Transfer Supporting Documents

LSTA PAR/NEAR PAR TRADE CONFIRMATION

To:	Redwood Drawd	own Master Fund III LP			
	Buyer MEI:	KY0M0089W6			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	Morgan Stanley	Bank, N.A.			
	Seller MEI:	US1L094930			
	Attention:	Angelo Went			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	08/15/2022				
	We are plea	sed to confirm the following transaction, subject	to the Standard Term	as and Condition	ons for Par/Near Par
Trade (Confirmations (the	"Standard Terms and Conditions") published by	The Loan Syndication	ns and Trading	g Association, Inc.®
(the "L	STA") as of Dec	ember 1, 2021, which Standard Terms and Cond	ditions are incorporated	d herein by re	eference without any
modific	cation whatsoever	except as otherwise agreed herein by the partie	s and specifically set t	forth in the "T	Γrade Specific Other
Terms	of Trade" section	pelow. The parties hereto agree to submit any disp	ute as to the reasonable	eness of a buy-	in or sell-out price to
binding	arbitration in acc	ordance with the LSTA "Rules Governing Arbitra	tion between Loan Tra	ders with regar	rd to Cover Price for
Trades	that Do Not Settle	by BISO Trigger Date" in existence on the Trade	Date, and to comply w	vith any award	or decision issued in
connec	tion with such an	arbitration proceeding. Capitalized terms used a	nd not defined in this	Confirmation	have the respective
meanin	gs ascribed thereto	in the Standard Terms and Conditions.			
Trade	Date:	08/12/2022			
Seller:		Morgan Stanley Bank, N.A.	v	✓ Principal [Agent
Buyer:		Redwood Drawdown Master Fund III LP	v	Principal [Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT, da Private Limited, a company established under the U80903KA2011PTC061427 (the "Parent Guaran "Borrower"), certain Subsidiaries of the Parent C Guarantors" and each individually, an "Initial Gu (collectively, the "Lenders" and individually, a "liability company organized and existing under the Agent and as Collateral Agent.	e laws of India with contor"), BYJU's Alpha, I duarantor (together with larantor"), each lender Lender"), and GLAS T	rporate identification, a Delaware the Parent Guard from time to the Crust Company	cation number e corporation (the parantor, the "Initial me party thereto LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.			

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>			CUSIP Number	
USD 6,470,000.00	Term	Initial Term Loan	Y8800HAB6	

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific
Other Terms of Trade:

Recordation Fee is waived.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address:

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

Name: Terence Lean

Title: Authorized Signatory

Redwood Drawdown Master Fund III LP By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

Toni Healey

By:

Name: Toni Healey

Title: Chief Financial Officer

Redwood Drawdown Master Fund III LP - BYJU Claim Transfer Supporting Documents

Morgan Stanley

LSTA PAR/NEAR PAR TRADE CONFIRMATION

To:	Redwood Drawd	lown Master Fund III LP			
	Buyer MEI:	KY0M0089W6			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	Morgan Stanley	Senior Funding, Inc.			
	Seller MEI:	US1L022337			
	Attention:	Angelo Went			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	08/17/2022				
	We are ple	ased to confirm the following transaction, subj	ect to the Standard Te	rms and Conditions for Par/Ne	ar Pa
modified Terms binding Trades connec	cation whatsoever of Trade" section g arbitration in acc that Do Not Settl tion with such an	the ember 1, 2021, which Standard Terms and Control of except as otherwise agreed herein by the particle below. The parties hereto agree to submit any discordance with the LSTA "Rules Governing Arbitics by BISO Trigger Date" in existence on the Transaction proceeding. Capitalized terms used to in the Standard Terms and Conditions.	ties and specifically se spute as to the reasonal tration between Loan T de Date, and to comply	et forth in the "Trade Specific bleness of a buy-in or sell-out pr Traders with regard to Cover Pri y with any award or decision issu	Otherice to ce for ued in
Trade	Date:	08/16/2022			
Seller:		Morgan Stanley Senior Funding, Inc.		✓ Principal Agent	
Buyer	:	Redwood Drawdown Master Fund III LP		Principal Agent	
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT, Private Limited, a company established under U80903KA2011PTC061427 (the "Parent Gua" "Borrower"), certain Subsidiaries of the Paren Guarantors" and each individually, an "Initial (collectively, the "Lenders" and individually, liability company organized and existing under Agent and as Collateral Agent.	the laws of India with or rantor"), BYJU's Alpha t Guarantor (together w Guarantor"), each lende a "Lender"), and GLAS	corporate identification number a, Inc, a Delaware corporation (the vith the Parent Guarantor, the "Inter from time to time party theret S Trust Company LLC, a limited	he nitial to
Borrov	wer:	BYJU's Alpha, Inc.			

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>			CUSIP Number	
USD 5,440,000.00	Term	Initial Term Loan	Y8800HAB6	

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No to be provided:

Trade Specific Recordation Fee is waived. **Other Terms of Trade:**

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Dustin Dombrycz at ClearPar at the following fax number or email address:

If you have any questions, please contact Dustin Dombrycz at

Morgan Stanley Senior Funding, Inc.

Name: Terence Lean

By:

Title: Authorized Signatory

Redwood Drawdown Master Fund III LP By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

Toni Healey

By:

Name: Toni Healey

Title: Chief Financial Officer

Redwood Drawdown Master Fund III LP - BYJU Claim Transfer Supporting Documents

To:	Redwood Drawd	own Master Fund III LP			
	Buyer MEI:	KY0M0089W6			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	Morgan Stanley	Bank, N.A.			
	Seller MEI:	US1L094930			
	Attention:	Angelo Went			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	09/02/2022				
	We are plea	used to confirm the following transaction, subject	t to the Standard Term	s and Condition	ons for Par/Near Par
Trade (Confirmations (th	e "Standard Terms and Conditions") published b	y The Loan Syndicatio	ns and Tradin	g Association, Inc.®
(the "L	STA") as of Dec	ember 1, 2021, which Standard Terms and Cor	ditions are incorporate	d herein by re	eference without any
modific	cation whatsoever	except as otherwise agreed herein by the partic	es and specifically set	forth in the "I	Γrade Specific Other
Terms	of Trade" section	below. The parties hereto agree to submit any disp	oute as to the reasonable	ness of a buy-	in or sell-out price to
binding	g arbitration in acc	ordance with the LSTA "Rules Governing Arbitr	ation between Loan Tra	ders with rega	rd to Cover Price for
Trades	that Do Not Settle	by BISO Trigger Date" in existence on the Trade	e Date, and to comply w	ith any award	or decision issued in
connec	tion with such an	arbitration proceeding. Capitalized terms used	and not defined in this	Confirmation	have the respective
meanin	gs ascribed theret	o in the Standard Terms and Conditions.			
Trade	Date:	09/01/2022			
Seller:		Morgan Stanley Bank, N.A.	٠	Principal [Agent
Buyer:		Redwood Drawdown Master Fund III LP	١	Principal [Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT, of Private Limited, a company established under the U80903KA2011PTC061427 (the "Parent Guara" "Borrower"), certain Subsidiaries of the Parent Guarantors" and each individually, an "Initial G (collectively, the "Lenders" and individually, a liability company organized and existing under Agent and as Collateral Agent.	te laws of India with con ntor"), BYJU's Alpha, I Guarantor (together with uarantor"), each lender 'Lender"), and GLAS T	porate identifinc, a Delawarent the Parent Gufrom time to tirust Company	cation number e corporation (the parantor, the "Initial me party thereto LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.			

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number
USD 2,100,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No

to be provided:

Trade Specific Recordation Fee is waived. **Other Terms of Trade:**

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address:

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By: Krianing a

Name: TJ Mahindra

Title: Authorized signatory

Redwood Drawdown Master Fund III LP By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

Redwood Drawdown Master Fund III LP - BYJU Claim Transfer Supporting Documents

To:	Redwood Drawe	lown Master Fund III LP		
	Buyer MEI:	KY0M0089W6		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	08/29/2022			
	We are ple	ased to confirm the following transa	ction, subject to the Standard	d Terms and Conditions for Par/Near Par
Trade (-	<u> </u>	· ·	dications and Trading Association, Inc.®
(the "L	STA") as of De	cember 1, 2021, which Standard Ter	rms and Conditions are inco	rporated herein by reference without any
modific	cation whatsoeve	r except as otherwise agreed herein	by the parties and specifical	ly set forth in the "Trade Specific Other
Terms	of Trade" section	below. The parties hereto agree to su	bmit any dispute as to the rea	sonableness of a buy-in or sell-out price to
binding	g arbitration in ac	cordance with the LSTA "Rules Gove	erning Arbitration between Lo	oan Traders with regard to Cover Price for
Trades	that Do Not Settl	e by BISO Trigger Date" in existence	on the Trade Date, and to co	mply with any award or decision issued in
connec	tion with such a	n arbitration proceeding. Capitalized	terms used and not defined	in this Confirmation have the respective
meanin	gs ascribed there	to in the Standard Terms and Condition	ons.	
Trade	Date:	08/25/2022		
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal ☐ Agent
Buyer:		Redwood Drawdown Master Fund	III LP	✓ Principal ☐ Agent
Credit	Agreement:	Private Limited, a company establi U80903KA2011PTC061427 (the "Borrower"), certain Subsidiaries of Guarantors" and each individually, (collectively, the "Lenders" and inc	shed under the laws of India v Parent Guarantor"), BYJU's A f the Parent Guarantor (togeth an "Initial Guarantor"), each lividually, a "Lender"), and G	mber 24, 2021, among Think and Learn with corporate identification number Alpha, Inc, a Delaware corporation (the ner with the Parent Guarantor, the "Initial lender from time to time party thereto ELAS Trust Company LLC, a limited tate of New Hampshire, as Administrative
Borrov	ver:	BYJU's Alpha, Inc.		

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Initial Term Loan

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number
USD 3,920,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michael Ferrara at ClearPar at the following fax number or email address:

If you have any questions, please contact Michael Ferrara at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Drawdown Master Fund III LP By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

To:	Redwood Drawa	lown Master Fund III LP			
	Buyer MEI:	KY0M0089W6			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Chas	e Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	08/30/2022				
(the "L modific Terms of binding Trades connec	STA") as of Deceation whatsoever of Trade" section arbitration in acceptant Do Not Settletion with such args ascribed theret	e "Standard Terms and Conditions") publishember 1, 2021, which Standard Terms and except as otherwise agreed herein by the below. The parties hereto agree to submit are cordance with the LSTA "Rules Governing Astrophysics by BISO Trigger Date" in existence on the arbitration proceeding. Capitalized terms to in the Standard Terms and Conditions. 08/29/2022 JPMorgan Chase Bank, N.A.	d Conditions are incorpor parties and specifically s y dispute as to the reasona Arbitration between Loan Trade Date, and to comply	ated herein by reference without a et forth in the "Trade Specific Otl ableness of a buy-in or sell-out price Traders with regard to Cover Price by with any award or decision issued	ner to for
		-		-	
Buyer: Credit	Agreement:	Redwood Drawdown Master Fund III LP CREDIT AND GUARANTY AGREEME Private Limited, a company established ur U80903KA2011PTC061427 (the "Parent "Borrower"), certain Subsidiaries of the Programmer of the Programme	der the laws of India with Guarantor"), BYJU's Alph arent Guarantor (together vital Guarantor"), each lend ally, a "Lender"), and GLA	corporate identification number a, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initialer from time to time party thereto S Trust Company LLC, a limited	
Borrov	ver:	BYJU's Alpha, Inc.			

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase Amount	Type of Debt	<u>Facility</u>	CUSIP Number	
USD 5,100,000.00	Term	Initial Term Loan	Y8800HAB6	

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Drawdown Master Fund III LP By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

Toni Healey

By:

Name: Toni Healey

To:	Redwood Drawe	lown Master Fund III LP		
	Buyer MEI:	KY0M0089W6		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	08/31/2022			
	We are ple	ased to confirm the following transaction,	subject to the Standard To	erms and Conditions for Par/Near Pa
Trade	Confirmations (th	e "Standard Terms and Conditions") publis	shed by The Loan Syndica	ations and Trading Association, Inc.
		cember 1, 2021, which Standard Terms an		
		except as otherwise agreed herein by the	_	
Terms	of Trade" section	below. The parties hereto agree to submit a	ry dispute as to the reasons	ableness of a buy-in or sell-out price to
		cordance with the LSTA "Rules Governing	· -	·
	_	e by BISO Trigger Date" in existence on the		
		a arbitration proceeding. Capitalized terms	=	
		o in the Standard Terms and Conditions.		•
Trade	Date:	08/30/2022		
Seller:	:	JPMorgan Chase Bank, N.A.		✓ Principal ☐ Agent
Buyer	:	Redwood Drawdown Master Fund III LP		✓ Principal Agent
Cradit	A greement.	CPEDIT AND GUAPANTY AGPEEME	INT dated as of Novembe	or 24, 2021, among Think and Learn
Credit	Agreement:	CREDIT AND GUARANTY AGREEME Private Limited, a company established un U80903KA2011PTC061427 (the "Parent "Borrower"), certain Subsidiaries of the P Guarantors" and each individually, an "In (collectively, the "Lenders" and individual liability company organized and existing a Agent and as Collateral Agent.	nder the laws of India with Guarantor"), BYJU's Alpharent Guarantor (together itial Guarantor"), each lend lly, a "Lender"), and GLA	a corporate identification number na, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial der from time to time party thereto AS Trust Company LLC, a limited
Borro	wer:	BYJU's Alpha, Inc.		

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Initial Term Loan

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number
USD 3,880,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

None

Up Front Fees:

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Drawdown Master Fund III LP By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

Toni Healey

By:

Name: Toni Healey

To:	Redwood Drawd	own Master Fund III LP			
	Buyer MEI:	KY0M0089W6			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Chas	e Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	08/31/2022				
(the "L modific Terms binding Trades connec	STA") as of Deceation whatsoever of Trade" section graphitration in acceptant Do Not Settle tion with such an gs ascribed thereto	e "Standard Terms and Conditions") published bember 1, 2021, which Standard Terms and except as otherwise agreed herein by the public below. The parties hereto agree to submit any cordance with the LSTA "Rules Governing Are by BISO Trigger Date" in existence on the Tarbitration proceeding. Capitalized terms us to in the Standard Terms and Conditions. 08/31/2022	Conditions are incorpora arties and specifically se dispute as to the reasonal bitration between Loan T rade Date, and to comply	et forth in the state of a buy arraders with reg	reference without any "Trade Specific Other y-in or sell-out price to gard to Cover Price for d or decision issued in
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal	Agent
Buyer:		Redwood Drawdown Master Fund III LP		Principal	Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMEN Private Limited, a company established unde U80903KA2011PTC061427 (the "Parent Go"Borrower"), certain Subsidiaries of the Para Guarantors" and each individually, an "Initia (collectively, the "Lenders" and individually liability company organized and existing und Agent and as Collateral Agent.	er the laws of India with c parantor"), BYJU's Alpha ent Guarantor (together wal Guarantor"), each lender, a "Lender"), and GLAS	corporate idential, Inc., a Delawa with the Parent Correct from time to Trust Compan	fication number are corporation (the Guarantor, the "Initial time party thereto by LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.			

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase Amount	Type of Debt	<u>Facility</u>	CUSIP Number	
USD 4,220,000.00	Term	Initial Term Loan	Y8800HAB6	

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Drawdown Master Fund III LP By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

Toni Healey

By:

Name: Toni Healey

	Buyer MEI:	KY0M0089W6	
	Attention:	Anna Xu	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
From:	JPMorgan Chase	e Bank, N.A.	
	Seller MEI:	US1L019291	
	Attention:	Frank Casano	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
Date:	09/07/2022		
	We are nlea	sed to confirm the following transaction, subject to the Standard Te	erms and Conditions for Par/Near Pa
binding Trades connec meanin	g arbitration in acc that Do Not Settle tion with such an gs ascribed thereto	below. The parties hereto agree to submit any dispute as to the reasonal ordance with the LSTA "Rules Governing Arbitration between Loan by BISO Trigger Date" in existence on the Trade Date, and to complearbitration proceeding. Capitalized terms used and not defined in the Standard Terms and Conditions.	Traders with regard to Cover Price for ly with any award or decision issued in
Trade	Date:	09/02/2022	
Seller:		JPMorgan Chase Bank, N.A.	✓ Principal ☐ Agent
Buyer:	:	Redwood Drawdown Master Fund III LP	✓ Principal ☐ Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT, dated as of November Private Limited, a company established under the laws of India with U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alph "Borrower"), certain Subsidiaries of the Parent Guarantor (together Guarantors" and each individually, an "Initial Guarantor"), each lend (collectively, the "Lenders" and individually, a "Lender"), and GLA liability company organized and existing under the laws of the State Agent and as Collateral Agent.	corporate identification number na, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial der from time to time party thereto S Trust Company LLC, a limited
Borrov	wer:	BYJU's Alpha, Inc.	

To:

Redwood Drawdown Master Fund III LP

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number
USD 3,110,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Drawdown Master Fund III LP By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

Toni Healey

By:

Name: Toni Healey

To:	Redwood Drawe	lown Master Fund III LP			
	Buyer MEI:	KY0M0089W6			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Cha	se Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	09/09/2022				
	We are ple	ased to confirm the following transaction, s	ubject to the Standard Te	rms and Conditions for Par/l	Near Par
Trade (Confirmations (th	e "Standard Terms and Conditions") publis	hed by The Loan Syndica	tions and Trading Association	n, Inc.®
(the "L	STA") as of De	cember 1, 2021, which Standard Terms and	l Conditions are incorpora	ated herein by reference with	hout any
modific	cation whatsoeve	r except as otherwise agreed herein by the	parties and specifically so	et forth in the "Trade Specif	ic Other
Terms	of Trade" section	below. The parties hereto agree to submit an	y dispute as to the reasona	bleness of a buy-in or sell-ou	t price to
binding	g arbitration in ac	cordance with the LSTA "Rules Governing A	Arbitration between Loan	Γraders with regard to Cover	Price for
Trades	that Do Not Settl	e by BISO Trigger Date" in existence on the	Trade Date, and to comply	y with any award or decision	issued in
connec	tion with such a	n arbitration proceeding. Capitalized terms	used and not defined in t	his Confirmation have the re	espective
meanin	gs ascribed there	to in the Standard Terms and Conditions.			
Trade	Date:	09/07/2022			
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal ☐ Agent	
Buyer:		Redwood Drawdown Master Fund III LP		✓ Principal ☐ Agent	
Credit	Agreement:	CREDIT AND GUARANTY AGREEME Private Limited, a company established un U80903KA2011PTC061427 (the "Parent o"Borrower"), certain Subsidiaries of the Paguarantors" and each individually, an "Ini (collectively, the "Lenders" and individual liability company organized and existing un Agent and as Collateral Agent.	der the laws of India with Guarantor"), BYJU's Alpha rent Guarantor (together v tial Guarantor"), each lend ly, a "Lender"), and GLAS	corporate identification numb a, Inc, a Delaware corporation with the Parent Guarantor, the ler from time to time party the S Trust Company LLC, a limi	er (the "Initial ereto ted
Borrov	ver:	BYJU's Alpha, Inc.			

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase	Type of	<u>Facility</u>	CUSIP
Amount	Debt		Number
USD 5,050,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Drawdown Master Fund III LP By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

Toni Healey

By:

Name: Toni Healey

To:	Redwood Drawe	lown Master Fund III LP		
	Buyer MEI:	KY0M0089W6		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/13/2022			
	We are ple	ased to confirm the following transaction, s	ubject to the Standard Te	erms and Conditions for Par/Near Pa
Trade	Confirmations (th	e "Standard Terms and Conditions") publish	ned by The Loan Syndica	ations and Trading Association, Inc.
		cember 1, 2021, which Standard Terms and		-
		r except as otherwise agreed herein by the	=	
Terms	of Trade" section	below. The parties hereto agree to submit an	y dispute as to the reasona	ableness of a buy-in or sell-out price to
		cordance with the LSTA "Rules Governing A	=	·
	_	e by BISO Trigger Date" in existence on the		
		a arbitration proceeding. Capitalized terms	= :	
		to in the Standard Terms and Conditions.		•
Trade	Date:	09/09/2022		
Seller:	:	JPMorgan Chase Bank, N.A.		✓ Principal ☐ Agent
Buyer	:	Redwood Drawdown Master Fund III LP		✓ Principal ☐ Agent
Cradit	A greement.	CPEDIT AND GUADANTY ACREEME	NT dated as of November	r 24, 2021, among Think and Learn
Crean	Agreement:	CREDIT AND GUARANTY AGREEME. Private Limited, a company established un U80903KA2011PTC061427 (the "Parent C"Borrower"), certain Subsidiaries of the PaGuarantors" and each individually, an "Ini (collectively, the "Lenders" and individual liability company organized and existing u Agent and as Collateral Agent.	der the laws of India with Guarantor"), BYJU's Alph rent Guarantor (together vital Guarantor"), each lend ly, a "Lender"), and GLA	corporate identification number a, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial ler from time to time party thereto S Trust Company LLC, a limited
Borro	wer:	BYJU's Alpha, Inc.		

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase Amount	Type of Debt	<u>Facility</u>	CUSIP Number
USD 850,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Drawdown Master Fund III LP By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

Toni Healey

By:

Name: Toni Healey

To:	Redwood Drawe	lown Master Fund III LP		
	Buyer MEI:	KY0M0089W6		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/13/2022			
	We are ple	ased to confirm the following transaction,	subject to the Standard T	erms and Conditions for Par/Near Par
Trade (Confirmations (th	e "Standard Terms and Conditions") publ	ished by The Loan Syndic	eations and Trading Association, Inc.®
(the "L	STA") as of De	cember 1, 2021, which Standard Terms a	nd Conditions are incorpor	rated herein by reference without any
modific	cation whatsoeve	r except as otherwise agreed herein by th	e parties and specifically	set forth in the "Trade Specific Other
Terms	of Trade" section	below. The parties hereto agree to submit a	my dispute as to the reason	ableness of a buy-in or sell-out price to
binding	g arbitration in ac	cordance with the LSTA "Rules Governing	Arbitration between Loan	Traders with regard to Cover Price for
Trades	that Do Not Settl	e by BISO Trigger Date" in existence on the	e Trade Date, and to compl	ly with any award or decision issued in
connec	tion with such a	n arbitration proceeding. Capitalized terms	s used and not defined in	this Confirmation have the respective
meanin	gs ascribed there	to in the Standard Terms and Conditions.		
Trade	Date:	09/12/2022		
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal ☐ Agent
oener.		31 Worgan Chase Bank, 14.71.		-
Buyer	:	Redwood Drawdown Master Fund III L		✓ Principal ☐ Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEM		
		Private Limited, a company established u U80903KA2011PTC061427 (the "Paren		
		"Borrower"), certain Subsidiaries of the	Parent Guarantor (together	with the Parent Guarantor, the "Initial
		Guarantors" and each individually, an "I		
		(collectively, the "Lenders" and individu liability company organized and existing	• •	¥ •
		Agent and as Collateral Agent.	and and of the State	
Borrov	wer:	BYJU's Alpha, Inc.		

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase	Type of	<u>Facility</u>	CUSIP
Amount	Debt		Number
USD 4,210,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Drawdown Master Fund III LP By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

Toni Healey

By:

Name: Toni Healey

Redwood Drawdown Master Fund III LP - BYJU Claim Transfer Supporting Documents

To:	Redwood Drawd	own Master Fund III LP			
	Buyer MEI:	KY0M0089W6			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	Morgan Stanley	Bank, N.A.			
	Seller MEI:	US1L094930			
	Attention:	Angelo Went			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	09/15/2022				
	We are plea	used to confirm the following transaction, subjec	t to the Standard Te	rms and Condi	tions for Par/Near Par
Trade (Confirmations (th	e "Standard Terms and Conditions") published b	y The Loan Syndica	tions and Tradi	ng Association, Inc.®
(the "L	STA") as of Dec	ember 1, 2021, which Standard Terms and Con	ditions are incorpora	ated herein by	reference without any
modific	cation whatsoever	except as otherwise agreed herein by the partie	es and specifically so	et forth in the '	"Trade Specific Other
Terms	of Trade" section	below. The parties hereto agree to submit any disp	oute as to the reasona	bleness of a buy	y-in or sell-out price to
binding	arbitration in acc	ordance with the LSTA "Rules Governing Arbitra	ation between Loan 7	Traders with reg	gard to Cover Price for
Trades	that Do Not Settle	by BISO Trigger Date" in existence on the Trade	e Date, and to comply	y with any awar	d or decision issued in
connec	tion with such an	arbitration proceeding. Capitalized terms used	and not defined in t	his Confirmatio	on have the respective
meanin	gs ascribed theret	o in the Standard Terms and Conditions.			
	.	00/44/2022			
Trade	Date:	09/14/2022			
Seller:		Morgan Stanley Bank, N.A.		Principal	Agent Agent
Buyer:		Redwood Drawdown Master Fund III LP		Principal	Agent Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT, d	ated as of November	· 24, 2021, amor	ng Think and Learn
		Private Limited, a company established under the U80903KA2011PTC061427 (the "Parent Guara")			
		"Borrower"), certain Subsidiaries of the Parent (
		Guarantors" and each individually, an "Initial G (collectively, the "Lenders" and individually, a			
		liability company organized and existing under			
		Agent and as Collateral Agent.			
D		DVIIII- Al-l II			
Borrov	ver:	BYJU's Alpha, Inc.			

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase Amount	Type of Debt	<u>Facility</u>	CUSIP Number
USD 6,980,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Recor **Other Terms of Trade:**

Recordation Fee is waived.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address:

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

Name: Terence Lean

Title: Authorized Signatory

Redwood Drawdown Master Fund III LP By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

Redwood Drawdown Master Fund III LP - BYJU Claim Transfer Supporting Documents

Morgan Stanley

To:	Redwood Drawd	own Master Fund III LP			
	Buyer MEI:	KY0M0089W6			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	Morgan Stanley	Senior Funding, Inc.			
	Seller MEI:	US1L022337			
	Attention:	Angelo Went			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	09/16/2022				
modification of the control of the c	cation whatsoever of Trade" section g arbitration in acc that Do Not Settle tion with such an gs ascribed theret	tember 1, 2021, which Standard Terms and Conference as otherwise agreed herein by the partie below. The parties hereto agree to submit any disperordance with the LSTA "Rules Governing Arbitrate by BISO Trigger Date" in existence on the Trade arbitration proceeding. Capitalized terms used to in the Standard Terms and Conditions.	es and specifically so bute as to the reasona ation between Loan T e Date, and to comply	et forth in the "Trade Specific Cableness of a buy-in or sell-out pri Traders with regard to Cover Pric y with any award or decision issue	Othece to e fo
Trade		09/15/2022			
Seller:		Morgan Stanley Senior Funding, Inc.		✓ Principal ☐ Agent	
Buyer:	:	Redwood Drawdown Master Fund III LP		✓ Principal Agent	
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT, de Private Limited, a company established under the U80903KA2011PTC061427 (the "Parent Guara "Borrower"), certain Subsidiaries of the Parent Guarantors" and each individually, an "Initial George (collectively, the "Lenders" and individually, a liability company organized and existing under the Agent and as Collateral Agent.	ne laws of India with ntor"), BYJU's Alpha Guarantor (together v uarantor"), each lend "Lender"), and GLAS	corporate identification number a, Inc, a Delaware corporation (th with the Parent Guarantor, the "Inider from time to time party thereto S Trust Company LLC, a limited	e itial
Borrov	wer:	BYJU's Alpha, Inc.			

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase	Type of	<u>Facility</u>	CUSIP
Amount	Debt		Number
USD 10,590,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Recordation Fee is waived. **Other Terms of Trade:**

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address:

If you have any questions, please contact Ramit Khera at

Morgan Stanley Senior Funding, Inc.

Name: Terence Lean

By:

Title: Authorized Signatory

Redwood Drawdown Master Fund III LP By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

Toni Healey

By:

Name: Toni Healey

Redwood Drawdown Master Fund III LP - BYJU Claim Transfer Supporting Documents

To:	Redwood Drawa	lown Master Fund III LP	
	Buyer MEI:	KY0M0089W6	
	Attention:	Anna Xu	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
From:	Morgan Stanley	Bank, N.A.	
	Seller MEI:	US1L094930	
	Attention:	Angelo Went	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
Date:	10/03/2022		
	We are ple	ased to confirm the following transaction, subject to	the Standard Terms and Conditions for Par/Near Pa
Trade (Confirmations (th	e "Standard Terms and Conditions") published by T	The Loan Syndications and Trading Association, Inc.
(the "L	STA") as of Dec	ember 1, 2021, which Standard Terms and Conditi	ons are incorporated herein by reference without an
modific	cation whatsoever	except as otherwise agreed herein by the parties a	and specifically set forth in the "Trade Specific Othe
Terms	of Trade" section	below. The parties hereto agree to submit any dispute	as to the reasonableness of a buy-in or sell-out price to
binding	arbitration in acc	cordance with the LSTA "Rules Governing Arbitratio	n between Loan Traders with regard to Cover Price fo
Trades	that Do Not Settle	e by BISO Trigger Date" in existence on the Trade Da	ate, and to comply with any award or decision issued is
connec	tion with such ar	arbitration proceeding. Capitalized terms used and	not defined in this Confirmation have the respective
meanin	gs ascribed theret	o in the Standard Terms and Conditions.	
Trade	Date:	09/30/2022	
Seller:		Morgan Stanley Bank, N.A.	Principal Agent
Buyer:		Redwood Drawdown Master Fund III LP	✓ Principal ☐ Agent
Credit	Agreement:	Private Limited, a company established under the la U80903KA2011PTC061427 (the "Parent Guarantor" "Borrower"), certain Subsidiaries of the Parent Guarantors" and each individually, an "Initial Guara (collectively, the "Lenders" and individually, a "Le	r"), BYJU's Alpha, Inc, a Delaware corporation (the trantor (together with the Parent Guarantor, the "Initial antor"), each lender from time to time party thereto
Borrov	ver:	BYJU's Alpha, Inc.	

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase	Type of	<u>Facility</u>	CUSIP
Amount	Debt		Number
USD 9,060,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: Initial Term Loan None

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade: Recordation Fee is waived.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address:

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

Name: Terence Lean

Title: Authorized Signatory

Redwood Drawdown Master Fund III LP By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

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Redwood Master Fund, Ltd. - BYJU Claim Transfer Supporting Documents

To:	Redwood Maste	r Fund, Ltd.				
	Buyer MEI:	KY1L014424				
	Attention:	Anna Xu				
	Phone No.:					
	Fax No.:					
	Email:					
	Address:					
From:	Morgan Stanley	Bank, N.A.				
	Seller MEI:	US1L094930				
	Attention:	Angelo Went				
	Phone No.:					
	Fax No.:					
	Email:					
	Address:					
Date:	08/15/2022					
	We are ple	ased to confirm the following transaction	on, subject to the Standard Te	rms and Conditions for Par/Near Par		
Trade (Confirmations (th	e "Standard Terms and Conditions") po	iblished by The Loan Syndica	tions and Trading Association, Inc.®		
(the "L	STA") as of Dec	cember 1, 2021, which Standard Terms	and Conditions are incorpora	ated herein by reference without any		
modific	cation whatsoever	except as otherwise agreed herein by	the parties and specifically se	et forth in the "Trade Specific Other		
Terms	of Trade" section	below. The parties hereto agree to subm	it any dispute as to the reasona	bleness of a buy-in or sell-out price to		
binding	g arbitration in acc	cordance with the LSTA "Rules Govern	ing Arbitration between Loan 7	Traders with regard to Cover Price for		
Trades	that Do Not Settl	e by BISO Trigger Date" in existence or	the Trade Date, and to comply	y with any award or decision issued in		
connec	tion with such as	arbitration proceeding. Capitalized te	rms used and not defined in the	his Confirmation have the respective		
meanin	gs ascribed theret	o in the Standard Terms and Conditions				
Trade	Date:	08/12/2022				
Seller:		Morgan Stanley Bank, N.A.		✓ Principal Agent		
Buyer		Redwood Master Fund, Ltd.		✓ Principal ☐ Agent		
Credit Agreement:		CREDIT AND GUARANTY AGREEMENT, dated as of November 24, 2021, among Think and Learn Private Limited, a company established under the laws of India with corporate identification number U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alpha, Inc, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Parent Guarantor (together with the Parent Guarantor, the "Initial")				
Guarantors" and each individually, an "Initial Guarantor"), each lender from time to time p (collectively, the "Lenders" and individually, a "Lender"), and GLAS Trust Company LLC liability company organized and existing under the laws of the State of New Hampshire, as Agent and as Collateral Agent.				ler from time to time party thereto S Trust Company LLC, a limited		
Borrov	ver:	BYJU's Alpha, Inc.				

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase	Type of	<u>Facility</u>	CUSIP	
Amount	Debt		Number	
USD 8,530,000.00	Term	Initial Term Loan	Y8800HAB6	

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific
Other Terms of Trade:

Recordation Fee is waived.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address:

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

Name: Terence Lean

Title: Authorized Signatory

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

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Redwood Master Fund, Ltd. - BYJU Claim Transfer Supporting Documents

Morgan Stanley

To:	Redwood Maste	r Fund, Ltd.			
	Buyer MEI:	KY1L014424			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	Morgan Stanley	Senior Funding, Inc.			
	Seller MEI:	US1L022337			
	Attention:	Angelo Went			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	08/17/2022				
	We are ple	ased to confirm the following trans	action, subject to the Standard	Terms and Conditions for Par/Near Pa	
Trade (Confirmations (th	e "Standard Terms and Conditions"	") published by The Loan Synd	lications and Trading Association, Inc.@	
(the "L	STA") as of Dec	cember 1, 2021, which Standard T	erms and Conditions are incorp	porated herein by reference without any	
modific	cation whatsoever	r except as otherwise agreed herein	by the parties and specifically	y set forth in the "Trade Specific Othe	
Terms	of Trade" section	below. The parties hereto agree to s	ubmit any dispute as to the reason	onableness of a buy-in or sell-out price to	
binding	g arbitration in acc	cordance with the LSTA "Rules Go	verning Arbitration between Loa	an Traders with regard to Cover Price fo	
Trades	that Do Not Settl	e by BISO Trigger Date" in existence	ce on the Trade Date, and to com	nply with any award or decision issued in	
connec	tion with such ar	arbitration proceeding. Capitalize	d terms used and not defined i	in this Confirmation have the respective	
meanin	gs ascribed theret	to in the Standard Terms and Condit	ions.		
Trade	Date:	08/16/2022			
Seller:		Morgan Stanley Senior Funding,	Inc.	✓ Principal ☐ Agent	
Buyer:		Redwood Master Fund, Ltd.		✓ Principal Agent	
a					
Credit Agreement:		CREDIT AND GUARANTY AGREEMENT, dated as of November 24, 2021, among Think and Learn Private Limited, a company established under the laws of India with corporate identification number U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alpha, Inc, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Parent Guarantor (together with the Parent Guarantor, the "Initial Guarantors" and each individually, an "Initial Guarantor"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and GLAS Trust Company LLC, a limited liability company organized and existing under the laws of the State of New Hampshire, as Administrative			
Borrov	wer:	Agent and as Collateral Agent. BYJU's Alpha, Inc.			

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number	
USD 7,160,000.00	Term	Initial Term Loan	Y8800HAB6	

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific
Other Terms of Trade:

Recordation Fee is waived.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Dustin Dombrycz at ClearPar at the following fax number or email address:

If you have any questions, please contact Dustin Dombrycz at

Morgan Stanley Senior Funding, Inc.

Name: Terence Lean

By:

Title: Authorized Signatory

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

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Redwood Master Fund, Ltd. - BYJU Claim Transfer Supporting Documents

To:	Redwood Maste	r Fund, Ltd.					
	Buyer MEI:	KY1L014424					
	Attention:	Anna Xu					
	Phone No.:						
	Fax No.:						
	Email:						
	Address:						
From:	Morgan Stanley Bank, N.A.						
	Seller MEI:	US1L094930					
	Attention:	Angelo Went					
	Phone No.:						
	Fax No.:						
	Email:						
	Address:						
Date:	09/02/2022						
	We are ple	ased to confirm the following	g transaction, subject to the	he Standard Terms	and Condit	tions for Par/Near Par	
Trade (Confirmations (th	e "Standard Terms and Cond	litions") published by The	Loan Syndications	and Tradi	ing Association, Inc.®	
(the "L	STA") as of Dec	cember 1, 2021, which Stand	lard Terms and Condition	as are incorporated	herein by	reference without any	
modific	cation whatsoever	r except as otherwise agreed	herein by the parties and	l specifically set for	rth in the '	"Trade Specific Other	
Terms	of Trade" section	below. The parties hereto agree	ee to submit any dispute as	s to the reasonablene	ess of a buy	y-in or sell-out price to	
binding	g arbitration in ac	cordance with the LSTA "Rul	es Governing Arbitration	between Loan Trade	rs with reg	gard to Cover Price for	
Trades	that Do Not Settl	e by BISO Trigger Date" in ex	xistence on the Trade Date	e, and to comply with	h any awar	d or decision issued in	
connec	tion with such as	n arbitration proceeding. Cap	italized terms used and n	ot defined in this C	Confirmatio	on have the respective	
meanin	gs ascribed theret	to in the Standard Terms and C	Conditions.				
Trade	Date:	09/01/2022					
Seller:		Morgan Stanley Bank, N.A		√	Principal	☐ Agent	
Buyer:	:	Redwood Master Fund, Ltd	1.	V	Principal	☐ Agent	
Credit	Agreement:	CREDIT AND GUARANT Private Limited, a company U80903KA2011PTC06142 "Borrower"), certain Subsic Guarantors" and each indiv (collectively, the "Lenders" liability company organized Agent and as Collateral Age	established under the law 7 (the "Parent Guarantor") liaries of the Parent Guara idually, an "Initial Guaran and individually, a "Lend I and existing under the law	s of India with corpo b, BYJU's Alpha, Inc ntor (together with the tor"), each lender fro er"), and GLAS Tru	orate identi c, a Delawa he Parent C om time to st Compan	fication number ure corporation (the Guarantor, the "Initial time party thereto by LLC, a limited	
Borrov	wer:	BYJU's Alpha, Inc.					

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number	
USD 2,780,000.00	Term	Initial Term Loan	Y8800HAB6	

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Recordation Fee is waived. **Other Terms of Trade:**

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address:

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By: Krianingra

Name: TJ Mahindra

Title: Authorized signatory

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

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Redwood Master Fund, Ltd. - BYJU Claim Transfer Supporting Documents

To:	Redwood Maste	er Fund. Ltd.		
- • •	Buyer MEI:	KY1L014424		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	08/29/2022			
	We are ple	eased to confirm the following tr	ansaction, subject to the Standard	Terms and Conditions for Par/Near Par
Trade	-	<u> </u>	· ·	lications and Trading Association, Inc.®
			* *	porated herein by reference without any
modifi	cation whatsoeve	er except as otherwise agreed her	rein by the parties and specifically	y set forth in the "Trade Specific Other
Terms	of Trade" section	below. The parties hereto agree t	o submit any dispute as to the reason	onableness of a buy-in or sell-out price to
binding	g arbitration in ac	cordance with the LSTA "Rules of	Governing Arbitration between Loa	an Traders with regard to Cover Price for
Trades	that Do Not Sett	le by BISO Trigger Date" in exist	ence on the Trade Date, and to con	nply with any award or decision issued in
connec	ction with such a	n arbitration proceeding. Capital	ized terms used and not defined i	in this Confirmation have the respective
meanir	ngs ascribed there	to in the Standard Terms and Con	ditions.	
Trade	Date:	08/25/2022		
Seller:	:	JPMorgan Chase Bank, N.A.		✓ Principal ☐ Agent
Buyer	•	Redwood Master Fund, Ltd.		✓ Principal ☐ Agent
Duyer	•	Redwood Waster Fulld, Etd.		V Timelpai
Credit	Agreement:	CREDIT AND GUARANTY	AGREEMENT, dated as of Novem	uber 24, 2021, among Think and Learn
	9 11 1 11	Private Limited, a company est	ablished under the laws of India w	ith corporate identification number
				lpha, Inc, a Delaware corporation (the er with the Parent Guarantor, the "Initial"
				ender from time to time party thereto
		(collectively, the "Lenders" an	d individually, a "Lender"), and GI	LAS Trust Company LLC, a limited
		liability company organized an Agent and as Collateral Agent.		ate of New Hampshire, as Administrative
		rigoni and as contactal rigoni.		
Borro	wer:	BYJU's Alpha, Inc.		
		= -000 mp.m., me.		

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number	
USD 5,200,000.00	Term	Initial Term Loan	Y8800HAB6	

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

To:	Redwood Maste	er Fund, Ltd.			
	Buyer MEI:	KY1L014424			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Cha	se Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	08/30/2022				
	We are ple	eased to confirm the followin	g transaction, subject to the Sta	ndard Terms and Condition	ns for Par/Near Par
Trade (-		litions") published by The Loan		
			dard Terms and Conditions are	•	
			herein by the parties and spec	•	•
		•	ee to submit any dispute as to the	•	•
		•	les Governing Arbitration between	•	•
_			xistence on the Trade Date, and	<u>-</u>	
			italized terms used and not def		
		to in the Standard Terms and			r
Trade	Date:	08/29/2022			
Seller:		JPMorgan Chase Bank, N.	A.	Principal	Agent
Buyer:		Redwood Master Fund, Lt	d.	✓ Principal	Agent
Credit	Agreement:		TY AGREEMENT, dated as of N	_	
		U80903KA2011PTC06142 "Borrower"), certain Subsi- Guarantors" and each indiv (collectively, the "Lenders'	restablished under the laws of In (7) (the "Parent Guarantor"), BYJ diaries of the Parent Guarantor (tidually, an "Initial Guarantor"), and individually, a "Lender"), and and existing under the laws of the tent.	U's Alpha, Inc, a Delaware of together with the Parent Gua each lender from time to time and GLAS Trust Company I	corporation (the arantor, the "Initial ne party thereto LLC, a limited
Borrov	wer:	BYJU's Alpha, Inc.			

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number	
USD 6,750,000.00	Term	Initial Term Loan	Y8800HAB6	

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

To:	Redwood Master	Fund, Ltd.			
	Buyer MEI:	KY1L014424			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Chas	e Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	08/31/2022				
(the "L modific Terms obinding Trades connec meanin Trade	STA") as of Deceation whatsoever of Trade" section arbitration in acceptant Do Not Settle tion with such an gs ascribed thereto	e "Standard Terms and Conditions") published in the Estandard Terms accept as otherwise agreed herein by the below. The parties hereto agree to submit ordance with the LSTA "Rules Governing by BISO Trigger Date" in existence on arbitration proceeding. Capitalized terms in the Standard Terms and Conditions. 08/30/2022	and Conditions are incorpo he parties and specifically any dispute as to the reason g Arbitration between Loan the Trade Date, and to comp	set forth in the 'nableness of a buy. Traders with reg	reference without any Trade Specific Other r-in or sell-out price to eard to Cover Price for d or decision issued in
Seller:		JPMorgan Chase Bank, N.A.		Principal	Agent Agent
Buyer		Redwood Master Fund, Ltd.		Principal	Agent Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEM Private Limited, a company established U80903KA2011PTC061427 (the "Pare "Borrower"), certain Subsidiaries of the Guarantors" and each individually, an "(collectively, the "Lenders" and individually company organized and existin Agent and as Collateral Agent.	under the laws of India with nt Guarantor"), BYJU's Alpl Parent Guarantor (together Initial Guarantor"), each len ually, a "Lender"), and GLA	n corporate identified ha, Inc, a Delawar with the Parent Conder from time to AS Trust Company	fication number re corporation (the Guarantor, the "Initial time party thereto y LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.			

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Initial Term Loan

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase	Type of	<u>Facility</u>	CUSIP	
Amount	Debt		Number	
USD 5,120,000.00	Term	Initial Term Loan	Y8800HAB6	

Purchase Rate: Initial Term Loan

Up Front Fees: None

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

To:	Redwood Master	Fund, Ltd.			
	Buyer MEI:	KY1L014424			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Chas	e Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	08/31/2022				
(the "L modific Terms binding Trades connec	STA") as of Deceation whatsoever of Trade" section arbitration in acceptant Do Not Settle tion with such an gs ascribed thereto	e "Standard Terms and Conditions") public ember 1, 2021, which Standard Terms a except as otherwise agreed herein by the below. The parties hereto agree to submit a cordance with the LSTA "Rules Governing by BISO Trigger Date" in existence on the arbitration proceeding. Capitalized terms of in the Standard Terms and Conditions. 08/31/2022 JPMorgan Chase Bank, N.A.	nd Conditions are incorpore e parties and specifically sany dispute as to the reasonal Arbitration between Loan the Trade Date, and to complete	rated herein by reference with et forth in the "Trade Specifial ableness of a buy-in or sell-out Traders with regard to Cover F y with any award or decision is	out any c Other price to Price for ssued in
Buyer:		Redwood Master Fund, Ltd.		✓ Principal ☐ Agent	
Credit	Agreement:	CREDIT AND GUARANTY AGREEM Private Limited, a company established to U80903KA2011PTC061427 (the "Paren "Borrower"), certain Subsidiaries of the Guarantors" and each individually, an "I (collectively, the "Lenders" and individual liability company organized and existing Agent and as Collateral Agent.	ander the laws of India with t Guarantor"), BYJU's Alph Parent Guarantor (together vinitial Guarantor"), each lend ally, a "Lender"), and GLA	corporate identification number a, Inc, a Delaware corporation with the Parent Guarantor, the 'der from time to time party ther S Trust Company LLC, a limite	er (the "Initial reto ed
Borrov	ver:	BYJU's Alpha, Inc.			

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number	
USD 5,600,000.00	Term	Initial Term Loan	Y8800HAB6	

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

To:	Redwood Maste	er Fund, Ltd.			
	Buyer MEI:	KY1L014424			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Cha	se Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	09/07/2022				
	We are ple	eased to confirm the following	transaction, subject to the S	tandard Terms and Condit	tions for Par/Near Par
Trade (Confirmations (t	he "Standard Terms and Condi	tions") published by The Loa	an Syndications and Tradi	ng Association, Inc.®
(the "L	STA") as of De	ecember 1, 2021, which Standa	rd Terms and Conditions ar	re incorporated herein by	reference without any
modific	cation whatsoeve	er except as otherwise agreed h	nerein by the parties and spe	ecifically set forth in the '	Trade Specific Other
Terms	of Trade" section	below. The parties hereto agree	e to submit any dispute as to	the reasonableness of a buy	v-in or sell-out price to
binding	g arbitration in ac	cordance with the LSTA "Rule	s Governing Arbitration betw	veen Loan Traders with reg	ard to Cover Price for
Trades	that Do Not Sett	le by BISO Trigger Date" in exi	stence on the Trade Date, and	d to comply with any aware	d or decision issued in
connec	tion with such a	n arbitration proceeding. Capit	alized terms used and not d	efined in this Confirmatio	n have the respective
meanin	gs ascribed there	to in the Standard Terms and Co	onditions.		
Trade	Date:	09/02/2022			
Seller:		JPMorgan Chase Bank, N.A		Principal	Agent
Buyer	:	Redwood Master Fund, Ltd.		Principal	Agent
Credit	Agreement:	CREDIT AND GUARANTY	AGREEMENT, dated as of	November 24, 2021, amon	ng Think and Learn
	9	Private Limited, a company of U80903KA2011PTC061427 "Borrower"), certain Subsidi Guarantors" and each individual company of the company of th	established under the laws of (the "Parent Guarantor"), BY aries of the Parent Guarantor lually, an "Initial Guarantor") and individually, a "Lender") and existing under the laws o	India with corporate identify JU's Alpha, Inc, a Delawa (together with the Parent C), each lender from time to, and GLAS Trust Compan	fication number re corporation (the Guarantor, the "Initial time party thereto y LLC, a limited
Borro	wer:	BYJU's Alpha, Inc.			

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number	
USD 4,100,000.00	Term	Initial Term Loan	Y8800HAB6	

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

To:	Redwood Maste	r Fund, Ltd.			
	Buyer MEI:	KY1L014424			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:			I	
From:	JPMorgan Cha	se Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	09/09/2022				
	We are ple	ased to confirm the followi	ng transaction, subject to the	Standard Terms and Condi	tions for Par/Near Par
Trade (Confirmations (th	e "Standard Terms and Cor	nditions") published by The L	Loan Syndications and Trad	ing Association, Inc.®
(the "L	STA") as of De	cember 1, 2021, which Star	ndard Terms and Conditions	are incorporated herein by	reference without any
modific	cation whatsoeve	r except as otherwise agree	d herein by the parties and s	specifically set forth in the	"Trade Specific Other
Terms	of Trade" section	below. The parties hereto ag	gree to submit any dispute as to	o the reasonableness of a bu	y-in or sell-out price to
binding	g arbitration in ac	cordance with the LSTA "R	ales Governing Arbitration be	tween Loan Traders with re	gard to Cover Price for
Trades	that Do Not Settl	e by BISO Trigger Date" in	existence on the Trade Date, a	and to comply with any awa	rd or decision issued in
			pitalized terms used and not		
meanin	gs ascribed there	to in the Standard Terms and	Conditions.		•
Trade	Date:	09/07/2022			
Seller:		JPMorgan Chase Bank, N	I.A.	Principal	Agent
Buyer	:	Redwood Master Fund, L	td.	Principal	Agent Agent
Credit	Agreement:	Private Limited, a compar U80903KA2011PTC0614 "Borrower"), certain Subs Guarantors" and each indicollectively, the "Lenders	TY AGREEMENT, dated as only established under the laws of 27 (the "Parent Guarantor"), It idiaries of the Parent Guarantor vidually, an "Initial Guarantor" and individually, a "Lender ed and existing under the laws gent.	of India with corporate ident BYJU's Alpha, Inc, a Delawa or (together with the Parent of r"), each lender from time to "), and GLAS Trust Compan	ification number are corporation (the Guarantor, the "Initial time party thereto by LLC, a limited
Borrov	wer:	BYJU's Alpha, Inc.			

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u>	Type of	<u>Facility</u>	CUSIP
<u>Amount</u>	Debt		Number
USD 6,740,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

 $Redwood\ Master\ Fund,\ Ltd.$

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

To:	Redwood Maste	r Fund, Ltd.		
	Buyer MEI:	KY1L014424		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/13/2022			
	We are ple	eased to confirm the following train	nsaction, subject to the Standard T	Terms and Conditions for Par/Near Par
Trade (•	•	· ·	cations and Trading Association, Inc.®
			* *	orated herein by reference without any
modific	cation whatsoeve	r except as otherwise agreed here	in by the parties and specifically	set forth in the "Trade Specific Other
Terms	of Trade" section	below. The parties hereto agree to	submit any dispute as to the reason	hableness of a buy-in or sell-out price to
binding	g arbitration in ac	cordance with the LSTA "Rules G	overning Arbitration between Loan	Traders with regard to Cover Price for
Trades	that Do Not Settl	le by BISO Trigger Date" in exister	nce on the Trade Date, and to comp	bly with any award or decision issued in
connec	tion with such a	n arbitration proceeding. Capitaliz	ed terms used and not defined in	this Confirmation have the respective
		to in the Standard Terms and Cond		•
Trade	Date:	09/09/2022		
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal ☐ Agent
Buyer	:	Redwood Master Fund, Ltd.		✓ Principal ☐ Agent
Credit	Agreement:	Private Limited, a company esta	blished under the laws of India with	er 24, 2021, among Think and Learn n corporate identification number ha, Inc, a Delaware corporation (the
				with the Parent Guarantor, the "Initial
		Guarantors" and each individual	ly, an "Initial Guarantor"), each len	der from time to time party thereto
			individually, a "Lender"), and GLA	AS Trust Company LLC, a limited e of New Hampshire, as Administrative
		Agent and as Collateral Agent.	existing under the laws of the State	of frew Hampsime, as Administrative
Borrov	wer:	BYJU's Alpha, Inc.		

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number
USD 1,150,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

 $Redwood\ Master\ Fund,\ Ltd.$

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

To:	Redwood Maste	or Fund Itd		
10.	Buyer MEI:	KY1L014424		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/13/2022			
	We are nle	eased to confirm the following tra	nsaction subject to the Standard T	Terms and Conditions for Par/Near Par
Trade	-	<u> </u>	· ·	cations and Trading Association, Inc.®
			•	orated herein by reference without any
			•	set forth in the "Trade Specific Other
		•	• • • • • • •	nableness of a buy-in or sell-out price to
		•	* *	n Traders with regard to Cover Price for
			-	ply with any award or decision issued in
		•	•	this Confirmation have the respective
		to in the Standard Terms and Cond		tins commission have the respective
	<i>G.</i>			
Trade	Date:	09/12/2022		
Seller		JPMorgan Chase Bank, N.A.		Principal Agent
Buyer	:	Redwood Master Fund, Ltd.		✓ Principal ☐ Agent
Credit	Agreement:			er 24, 2021, among Think and Learn
			blished under the laws of India with e "Parent Guarantor"). BYJU's Alp	h corporate identification number bha, Inc, a Delaware corporation (the
		"Borrower"), certain Subsidiarie	es of the Parent Guarantor (together	r with the Parent Guarantor, the "Initial
			lly, an "Initial Guarantor"), each ler individually, a "Lender"), and GLA	nder from time to time party thereto
				e of New Hampshire, as Administrative
		Agent and as Collateral Agent.		r
Borro	wer:	BYJU's Alpha, Inc.		

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase Amount	Type of Debt	<u>Facility</u>	CUSIP Number
USD 5,650,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

Redwood Master Fund, Ltd. - BYJU Claim Transfer Supporting Documents

Morgan Stanley

To:	Redwood Maste	r Fund, Ltd.		
	Buyer MEI:	KY1L014424		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	Morgan Stanley	Senior Funding, Inc.		
	Seller MEI:	US1L022337		
	Attention:	Angelo Went		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/16/2022			
	We are ple	ased to confirm the following transaction	etion, subject to the Standard	Terms and Conditions for Par/Near Pa
Trade	Confirmations (th	e "Standard Terms and Conditions")	published by The Loan Synd	ications and Trading Association, Inc.@
(the "I	LSTA") as of De	cember 1, 2021, which Standard Ter	ms and Conditions are incorp	porated herein by reference without any
modifi	cation whatsoeve	r except as otherwise agreed herein l	by the parties and specifically	y set forth in the "Trade Specific Othe
Terms	of Trade" section	below. The parties hereto agree to sub	omit any dispute as to the reaso	onableness of a buy-in or sell-out price to
binding	g arbitration in ac	cordance with the LSTA "Rules Gove	rning Arbitration between Loa	nn Traders with regard to Cover Price fo
Trades	that Do Not Settl	e by BISO Trigger Date" in existence	on the Trade Date, and to com	apply with any award or decision issued in
connec	tion with such a	n arbitration proceeding. Capitalized	terms used and not defined in	n this Confirmation have the respective
meanin	ngs ascribed there	to in the Standard Terms and Condition	ns.	
Trade	Date:	09/15/2022		
Seller:		Morgan Stanley Senior Funding, In	c.	✓ Principal ☐ Agent
Buyer	:	Redwood Master Fund, Ltd.		✓ Principal ☐ Agent
Credit	Agreement:	CREDIT AND GUARANTY AGR Private Limited, a company establis		ber 24, 2021, among Think and Learn
				pha, Inc, a Delaware corporation (the
				er with the Parent Guarantor, the "Initial
				ender from time to time party thereto LAS Trust Company LLC, a limited
		liability company organized and exi		te of New Hampshire, as Administrative
		Agent and as Collateral Agent.		
Borro	wer:	BYJU's Alpha, Inc.		

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number
USD 14,050,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: Initial Term Loan None

(if any):

Credit Documents

to be provided:

No

Trade Specific Recordation Fee is waived. **Other Terms of Trade:**

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address:

If you have any questions, please contact Ramit Khera at

Morgan Stanley Senior Funding, Inc.

Name: Terence Lean

By:

Title: Authorized Signatory

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

Redwood Master Fund, Ltd. - BYJU Claim Transfer Supporting Documents

To:	Redwood Master	r Fund. Ltd.		
	Buyer MEI:	KY1L014424		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	Morgan Stanley	Bank, N.A.		
	Seller MEI:	US1L094930		
	Attention:	Angelo Went		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	10/03/2022			
	We are plea	ased to confirm the following transaction	n, subject to the Standard Te	erms and Conditions for Par/Near Par
Trade (Confirmations (th	e "Standard Terms and Conditions") pub	olished by The Loan Syndica	ations and Trading Association, Inc.®
(the "L	STA") as of Dec	cember 1, 2021, which Standard Terms	and Conditions are incorpora	ated herein by reference without any
modific	cation whatsoever	except as otherwise agreed herein by t	he parties and specifically se	et forth in the "Trade Specific Other
Terms	of Trade" section	below. The parties hereto agree to submit	any dispute as to the reasona	ableness of a buy-in or sell-out price to
binding	g arbitration in acc	cordance with the LSTA "Rules Governing	g Arbitration between Loan	Traders with regard to Cover Price for
Trades	that Do Not Settle	e by BISO Trigger Date" in existence on	the Trade Date, and to comply	y with any award or decision issued in
connec	tion with such ar	arbitration proceeding. Capitalized term	ns used and not defined in t	his Confirmation have the respective
meanin	gs ascribed theret	o in the Standard Terms and Conditions.		
Trade	Date:	09/30/2022		
Seller:		Morgan Stanley Bank, N.A.		✓ Principal ☐ Agent
Buyer	:	Redwood Master Fund, Ltd.		✓ Principal ☐ Agent
•				
Credit	Agreement:	CREDIT AND GUARANTY AGREEM		
		Private Limited, a company established U80903KA2011PTC061427 (the "Pare		
		"Borrower"), certain Subsidiaries of the		
		Guarantors" and each individually, an "	Initial Guarantor"), each lend	ler from time to time party thereto
		(collectively, the "Lenders" and individ liability company organized and existin		
		Agent and as Collateral Agent.	g under the laws of the State	or rew riampsine, as riaminstative
Borro	wer:	BYJU's Alpha, Inc.		

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase Amount	Type of Debt	<u>Facility</u>	<u>CUSIP</u> <u>Number</u>
USD 11,543,620.93	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Recordation Fee is waived. **Other Terms of Trade:**

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address:

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

Name: Terence Lean

Title: Authorized Signatory

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

Redwood Master Fund, Ltd. - BYJU Claim Transfer Supporting Documents

To:	Redwood Maste	r Fund, Ltd.		
	Buyer MEI:	KY1L014424		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	Morgan Stanley	Bank, N.A.		
	Seller MEI:	US1L094930		
	Attention:	Angelo Went		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/15/2022			
	We are ple	ased to confirm the following tr	ansaction, subject to the Standard T	Cerms and Conditions for Par/Near Par
Trade (Confirmations (th	e "Standard Terms and Condition	ons") published by The Loan Syndic	cations and Trading Association, Inc.®
(the "L	STA") as of Dec	cember 1, 2021, which Standard	Terms and Conditions are incorpo	orated herein by reference without any
modific	cation whatsoever	r except as otherwise agreed her	rein by the parties and specifically	set forth in the "Trade Specific Other
Terms	of Trade" section	below. The parties hereto agree t	to submit any dispute as to the reason	nableness of a buy-in or sell-out price to
binding	g arbitration in acc	cordance with the LSTA "Rules of	Governing Arbitration between Loan	Traders with regard to Cover Price for
			_	oly with any award or decision issued in
				this Confirmation have the respective
meanin	gs ascribed theret	to in the Standard Terms and Con	ditions.	
Trade	Date:	09/14/2022		
Seller:		Morgan Stanley Bank, N.A.		✓ Principal ☐ Agent
Buyer		Redwood Master Fund, Ltd.		✓ Principal ☐ Agent
Credit	Agreement:		AGREEMENT, dated as of November	
		U80903KA2011PTC061427 (t "Borrower"), certain Subsidiar Guarantors" and each individu (collectively, the "Lenders" an	ally, an "Initial Guarantor"), each lend individually, a "Lender"), and GLA dexisting under the laws of the State	ha, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial order from time to time party thereto
Borrov	ver:	BYJU's Alpha, Inc.		

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	<u>CUSIP</u> <u>Number</u>
USD 9,400,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Recordation Fee is waived. **Other Terms of Trade:**

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address:

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

Name: Terence Lean

Title: Authorized Signatory

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

Redwood Opportunity Master Fund, Ltd. - BYJU Claim Transfer Supporting Documents

To:	Redwood Opport	unity Master Fund, Ltd.	
	Buyer MEI:	KY1L117664	
	Attention:	Anna Xu	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
From:	Morgan Stanley	Bank, N.A.	
	Seller MEI:	US1L094930	
	Attention:	Angelo Went	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
Date:	09/02/2022		
	We are plea	sed to confirm the following transaction, subject to the Sta	andard Terms and Conditions for Par/Near Par
Trade	Confirmations (the	"Standard Terms and Conditions") published by The Loar	a Syndications and Trading Association, Inc.®
		ember 1, 2021, which Standard Terms and Conditions are	•
modifi	cation whatsoever	except as otherwise agreed herein by the parties and spec	cifically set forth in the "Trade Specific Other
Terms	of Trade" section b	pelow. The parties hereto agree to submit any dispute as to th	ne reasonableness of a buy-in or sell-out price to
		ordance with the LSTA "Rules Governing Arbitration between	
		by BISO Trigger Date" in existence on the Trade Date, and	<u>•</u>
connec	tion with such an	arbitration proceeding. Capitalized terms used and not def	fined in this Confirmation have the respective
meanir	gs ascribed thereto	o in the Standard Terms and Conditions.	_
Trade	Date:	09/01/2022	
Seller:		Morgan Stanley Bank, N.A.	✓ Principal ☐ Agent
Buyer	:	Redwood Opportunity Master Fund, Ltd.	✓ Principal Agent
Credit			
	Agreement:	CREDIT AND GUARANTY AGREEMENT, dated as of N Private Limited, a company established under the laws of Ir U80903KA2011PTC061427 (the "Parent Guarantor"), BYJ "Borrower"), certain Subsidiaries of the Parent Guarantor (t Guarantors" and each individually, an "Initial Guarantor"), (collectively, the "Lenders" and individually, a "Lender"), a liability company organized and existing under the laws of Agent and as Collateral Agent.	ndia with corporate identification number JU's Alpha, Inc, a Delaware corporation (the together with the Parent Guarantor, the "Initial each lender from time to time party thereto and GLAS Trust Company LLC, a limited

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number
USD 120,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No to be provided:

Trade Specific Other Terms of Trade: Recordation Fee is waived.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address:

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its
Investment Manager

Toni Healey

Ву:

Name: TJ Mahindra

Title: Authorized signatory

By:

Name: Toni Healey

Redwood Opportunity Master Fund, Ltd. - BYJU Claim Transfer Supporting Documents

To:	Keawooa Oppoi	tunity Master Fund, Ltd.	
	Buyer MEI:	KY1L117664	
	Attention:	Anna Xu	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
From:	JPMorgan Cha	se Bank, N.A.	
	Seller MEI:	US1L019291	
	Attention:	Frank Casano	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
Date:	08/29/2022		
	We are ple	ased to confirm the following transaction, subject to t	the Standard Terms and Conditions for Par/Near Par
Trade	Confirmations (th	e "Standard Terms and Conditions") published by Th	e Loan Syndications and Trading Association, Inc.®
(the "I	STA") as of De	cember 1, 2021, which Standard Terms and Condition	ns are incorporated herein by reference without any
modifi	cation whatsoeve	r except as otherwise agreed herein by the parties and	d specifically set forth in the "Trade Specific Other
Terms	of Trade" section	below. The parties hereto agree to submit any dispute a	as to the reasonableness of a buy-in or sell-out price to
binding	g arbitration in ac	cordance with the LSTA "Rules Governing Arbitration	between Loan Traders with regard to Cover Price for
Trades	that Do Not Settl	e by BISO Trigger Date" in existence on the Trade Dat	e, and to comply with any award or decision issued in
connec	tion with such a	n arbitration proceeding. Capitalized terms used and r	not defined in this Confirmation have the respective
meanir	ngs ascribed there	o in the Standard Terms and Conditions.	
Trade	Date:	08/25/2022	
Seller:		JPMorgan Chase Bank, N.A.	✓ Principal ☐ Agent
		31 Worgan Chase Bank, W.A.	
Buyer	:	Redwood Opportunity Master Fund, Ltd.	✓ Principal ☐ Agent
Buyer	: Agreement:	Redwood Opportunity Master Fund, Ltd. CREDIT AND GUARANTY AGREEMENT, dated Private Limited, a company established under the law U80903KA2011PTC061427 (the "Parent Guarantor" "Borrower"), certain Subsidiaries of the Parent Guarantors" and each individually, an "Initial Guaran (collectively, the "Lenders" and individually, a "Lenders"	as of November 24, 2021, among Think and Learn ws of India with corporate identification number '), BYJU's Alpha, Inc, a Delaware corporation (the antor (together with the Parent Guarantor, the "Initial ntor"), each lender from time to time party thereto

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase Amount	Type of Debt	<u>Facility</u>	CUSIP Number
USD 880,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees:

(if any):

None Initial Term Loan

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Investment Manager

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

To:	Redwood Opport	unity Master Fund, Ltd.			
	Buyer MEI:	KY1L117664			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Chas	e Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	08/30/2022				
(the "L modific Terms binding Trades connec	STA") as of Deceation whatsoever of Trade" section arbitration in acceptant Do Not Settle tion with such an gs ascribed thereto	e "Standard Terms and Conditions") published tember 1, 2021, which Standard Terms and 0 except as otherwise agreed herein by the parties hereto agree to submit any ordance with the LSTA "Rules Governing Aria by BISO Trigger Date" in existence on the Transition proceeding. Capitalized terms us to in the Standard Terms and Conditions. 08/29/2022 JPMorgan Chase Bank, N.A.	Conditions are incorpora arties and specifically se dispute as to the reasonal pitration between Loan T rade Date, and to comply	ted herein by a t forth in the 'bleness of a buy 'raders with reg with any awar	reference without any "Trade Specific Other y-in or sell-out price to gard to Cover Price for d or decision issued in on have the respective
Buyer:		Redwood Opportunity Master Fund, Ltd.		Principal	Agent
Credit Agreement:		CREDIT AND GUARANTY AGREEMENT, dated as of November 24, 2021, among Think and Learn Private Limited, a company established under the laws of India with corporate identification number U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alpha, Inc, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Parent Guarantor (together with the Parent Guarantor, the "Initial Guarantors" and each individually, an "Initial Guarantor"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and GLAS Trust Company LLC, a limited liability company organized and existing under the laws of the State of New Hampshire, as Administrative Agent and as Collateral Agent.			
Borrov	ver:	BYJU's Alpha, Inc.			

To:	Redwood Oppor	tunity Master Fund, Ltd.		
	Buyer MEI:	KY1L117664		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Chas	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/02/2022			
(the "L modific Terms binding Trades connec	STA") as of Decation whatsoever of Trade" section graphitation in acceptant Do Not Settle tion with such an gs ascribed therest	cember 1, 2021, which Standard To except as otherwise agreed herein below. The parties hereto agree to secondance with the LSTA "Rules Gove by BISO Trigger Date" in existence	erms and Conditions are incorpant by the parties and specifically ubmit any dispute as to the reason verning Arbitration between Loade on the Trade Date, and to condit terms used and not defined in	dications and Trading Association, Inc. of porated herein by reference without any set forth in the "Trade Specific Other conableness of a buy-in or sell-out price to an Traders with regard to Cover Price for an Inc. of the construction of the co
Buyer		Redwood Opportunity Master Fu	nd, Ltd.	✓ Principal Agent
Credit Agreement:		Private Limited, a company estable U80903KA2011PTC061427 (the "Borrower"), certain Subsidiaries Guarantors" and each individually (collectively, the "Lenders" and in	lished under the laws of India w "Parent Guarantor"), BYJU's Al of the Parent Guarantor (togethe , an "Initial Guarantor"), each leadividually, a "Lender"), and GI	aber 24, 2021, among Think and Learn ith corporate identification number lpha, Inc, a Delaware corporation (the er with the Parent Guarantor, the "Initial ender from time to time party thereto LAS Trust Company LLC, a limited ate of New Hampshire, as Administrative
Borrov	wer:	BYJU's Alpha, Inc.		

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number
USD 1,000,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees:

(if any):

None Initial Term Loan

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Investment Manager

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

Buyer MEI: KY1L117664 Attention: Anna Xu Phone No.: Fax No.: Email:	
Phone No.: Fax No.:	
Fax No.:	
<u> </u>	
Email:	
Address:	
From: JPMorgan Chase Bank, N.A.	
Seller MEI: US1L019291	
Attention: Frank Casano	
Phone No.:	
Fax No.:	
Email:	
Address:	
Date: 08/31/2022	
Trade Confirmations (the "Standard Terms and Conditions") published by The Loa (the "LSTA") as of December 1, 2021, which Standard Terms and Conditions are modification whatsoever except as otherwise agreed herein by the parties and spectrums of Trade" section below. The parties hereto agree to submit any dispute as to the binding arbitration in accordance with the LSTA "Rules Governing Arbitration between Trades that Do Not Settle by BISO Trigger Date" in existence on the Trade Date, and connection with such an arbitration proceeding. Capitalized terms used and not de-	re incorporated herein by reference without any ecifically set forth in the "Trade Specific Other the reasonableness of a buy-in or sell-out price to veen Loan Traders with regard to Cover Price for d to comply with any award or decision issued in
meanings ascribed thereto in the Standard Terms and Conditions.	
meanings ascribed thereto in the Standard Terms and Conditions.	✓ Principal Agent
meanings ascribed thereto in the Standard Terms and Conditions. Trade Date: 08/31/2022	✓ Principal ☐ Agent✓ Principal ☐ Agent
meanings ascribed thereto in the Standard Terms and Conditions. Trade Date: 08/31/2022 Seller: JPMorgan Chase Bank, N.A.	Principal Agent November 24, 2021, among Think and Learn India with corporate identification number YJU's Alpha, Inc, a Delaware corporation (the (together with the Parent Guarantor, the "Initial), each lender from time to time party thereto , and GLAS Trust Company LLC, a limited

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Initial Term Loan

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase Amount	Type of Debt	<u>Facility</u>	CUSIP Number
USD 180,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Toni Healey

Investment Manager

By:

Name: Toni Healey

Title: Chief Financial Officer

To:	Redwood Opport	unity Master Fund, Ltd.	
	Buyer MEI:	KY1L117664	
	Attention:	Anna Xu	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
From:	JPMorgan Chase	Bank, N.A.	
	Seller MEI:	US1L019291	
	Attention:	Frank Casano	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
Date:	09/07/2022		
(the "L modific Terms of binding Trades connect	STA") as of Deceation whatsoever of Trade" section It arbitration in acceptate Do Not Settle tion with such an gs ascribed thereto	"Standard Terms and Conditions") published by The ember 1, 2021, which Standard Terms and Condition except as otherwise agreed herein by the parties and below. The parties hereto agree to submit any dispute a ordance with the LSTA "Rules Governing Arbitration by BISO Trigger Date" in existence on the Trade Date arbitration proceeding. Capitalized terms used and not in the Standard Terms and Conditions. 109/02/2022 JPMorgan Chase Bank, N.A.	as are incorporated herein by reference without and specifically set forth in the "Trade Specific Others to the reasonableness of a buy-in or sell-out price to between Loan Traders with regard to Cover Price for e, and to comply with any award or decision issued it not defined in this Confirmation have the respective of the principal Agent
Buyer:		Redwood Opportunity Master Fund, Ltd.	✓ Principal ☐ Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT, dated a Private Limited, a company established under the law U80903KA2011PTC061427 (the "Parent Guarantor") "Borrower"), certain Subsidiaries of the Parent Guara Guarantors" and each individually, an "Initial Guaran (collectively, the "Lenders" and individually, a "Lend liability company organized and existing under the law Agent and as Collateral Agent.	s of India with corporate identification number), BYJU's Alpha, Inc, a Delaware corporation (the intor (together with the Parent Guarantor, the "Initial itor"), each lender from time to time party thereto der"), and GLAS Trust Company LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.	

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase	Type of	<u>Facility</u>	CUSIP
Amount	Debt		Number
USD 140,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees:

(if any):

Initial Term Loan None

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade: If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address: If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Redwood Opportunity Master Fund, Ltd.

Investment Manager

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

To:	Redwood Opport	unity Master Fund, Ltd.		
	Buyer MEI:	KY1L117664		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Chas	Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/09/2022			
(the "L modific Terms of binding Trades connect	STA") as of Deceation whatsoever of Trade" section in acceptant Do Not Settle tion with such an gs ascribed thereto	"Standard Terms and Conditions") published bember 1, 2021, which Standard Terms and Conexcept as otherwise agreed herein by the partie below. The parties hereto agree to submit any dispordance with the LSTA "Rules Governing Arbitration by BISO Trigger Date" in existence on the Trade arbitration proceeding. Capitalized terms used in the Standard Terms and Conditions. 09/07/2022 JPMorgan Chase Bank, N.A.	ditions are incorporates and specifically so that as to the reasonal attion between Loan Teta.	ated herein by reference without an et forth in the "Trade Specific Other bleness of a buy-in or sell-out price to Traders with regard to Cover Price for with any award or decision issued in
Buyer:		Redwood Opportunity Master Fund, Ltd.		Principal Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT, de Private Limited, a company established under the U80903KA2011PTC061427 (the "Parent Guara "Borrower"), certain Subsidiaries of the Parent Guarantors" and each individually, an "Initial George (collectively, the "Lenders" and individually, a liability company organized and existing under the Agent and as Collateral Agent.	e laws of India with ontor"), BYJU's Alpha Guarantor (together vuarantor"), each lend 'Lender"), and GLAS	corporate identification number a, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial er from time to time party thereto S Trust Company LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.		

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number
USD 3,210,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees:

(if any):

None Initial Term Loan

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Redwood Opportunity Master Fund, Ltd.

Rv. REDWOOD CAPITAL MANAGEMEN'

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Toni Healey

Investment Manager

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

By:

Name: Toni Healey

Title: Chief Financial Officer

To:	Redwood Opport	unity Master Fund, Ltd.		
	Buyer MEI:	KY1L117664		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Chas	e Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/13/2022			
(the "L modific Terms of binding Trades connect	STA") as of Deceation whatsoever of Trade" section in acceptant Do Not Settle tion with such an gs ascribed thereto. Date:	e "Standard Terms and Conditions") publishember 1, 2021, which Standard Terms and except as otherwise agreed herein by the below. The parties hereto agree to submit an ordance with the LSTA "Rules Governing by BISO Trigger Date" in existence on the arbitration proceeding. Capitalized terms of in the Standard Terms and Conditions. 09/09/2022 JPMorgan Chase Bank, N.A. Redwood Opportunity Master Fund, Ltd.	d Conditions are incorporal parties and specifically send by dispute as to the reasonal Arbitration between Loan Tournage Trade Date, and to comply	et forth in the "Trade Specific Other bleness of a buy-in or sell-out price to Traders with regard to Cover Price for with any award or decision issued in
	Agreement:	CREDIT AND GUARANTY AGREEME Private Limited, a company established ut U80903KA2011PTC061427 (the "Parent "Borrower"), certain Subsidiaries of the P Guarantors" and each individually, an "In (collectively, the "Lenders" and individual liability company organized and existing a Agent and as Collateral Agent.	nder the laws of India with of Guarantor"), BYJU's Alpha arent Guarantor (together witial Guarantor"), each lender lly, a "Lender"), and GLAS	24, 2021, among Think and Learn corporate identification number a, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial er from time to time party thereto 3 Trust Company LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.		

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u> <u>Amount</u>	Type of Debt	<u>Facility</u>	CUSIP Number
USD 500,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees:

(if any):

None Initial Term Loan

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Toni Healey

Investment Manager

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

By:

Name: Toni Healey

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Title: Chief Financial Officer

To:	Redwood Opport	unity Master Fund, Ltd.		
	Buyer MEI:	KY1L117664		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Chas	Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/13/2022			
(the "L modific Terms of binding Trades connect	STA") as of Deceation whatsoever of Trade" section in acceptant Do Not Settle tion with such an gs ascribed thereto	"Standard Terms and Conditions") published by ember 1, 2021, which Standard Terms and Condexcept as otherwise agreed herein by the parties below. The parties hereto agree to submit any disputordance with the LSTA "Rules Governing Arbitratiby BISO Trigger Date" in existence on the Trade 1 arbitration proceeding. Capitalized terms used art in the Standard Terms and Conditions. 109/12/2022 JPMorgan Chase Bank, N.A.	and specifically so the as to the reasonation between Loan To Date, and to comply	et deted herein by reference without anget forth in the "Trade Specific Other bleness of a buy-in or sell-out price to traders with regard to Cover Price for with any award or decision issued in his Confirmation have the respective of the Principal Agent
Buyer:		Redwood Opportunity Master Fund, Ltd.		✓ Principal ☐ Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT, dat Private Limited, a company established under the U80903KA2011PTC061427 (the "Parent Guarant "Borrower"), certain Subsidiaries of the Parent Guarantors" and each individually, an "Initial Gua (collectively, the "Lenders" and individually, a "I liability company organized and existing under the Agent and as Collateral Agent.	laws of India with of tor"), BYJU's Alpha uarantor (together warantor"), each lend Lender"), and GLAS	corporate identification number a, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial er from time to time party thereto S Trust Company LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.		

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase	Type of	<u>Facility</u>	CUSIP
Amount	Debt		Number
USD 2,140,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) more than ONE FULL Agent transfer fee set forth in this Confirmation or any of the other Confirmations relating to the Allocated Transactions.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address:

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

66 2.186 Mz

Name: Steven Blacker

Title: Authorized Signatory

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Toni Healey

Investment Manager

By:

Name: Toni Healey

Title: Chief Financial Officer

Redwood Opportunity Master Fund, Ltd. - BYJU Claim Transfer Supporting Documents

10:	Redwood Oppor	rtunity Master Fund, Ltd.	
	Buyer MEI:	KY1L117664	
	Attention:	Anna Xu	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
From:	Morgan Stanley	Bank, N.A.	
	Seller MEI:	US1L094930	
	Attention:	Angelo Went	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
Date:	09/15/2022		
	We are ple	eased to confirm the following transaction, subject	to the Standard Terms and Conditions for Par/Near Pa
modifice Ferms of binding Frades connect	cation whatsoever of Trade" section arbitration in act that Do Not Settle tion with such a	r except as otherwise agreed herein by the partie below. The parties hereto agree to submit any disp cordance with the LSTA "Rules Governing Arbitra le by BISO Trigger Date" in existence on the Trade	ditions are incorporated herein by reference without any s and specifically set forth in the "Trade Specific Other ute as to the reasonableness of a buy-in or sell-out price to ation between Loan Traders with regard to Cover Price for Date, and to comply with any award or decision issued in and not defined in this Confirmation have the respective
Trade	Date:	09/14/2022	
Seller:		Morgan Stanley Bank, N.A.	Principal Agent
Buyer:		Redwood Opportunity Master Fund, Ltd.	✓ Principal Agent
Credit	Agreement:	Private Limited, a company established under the U80903KA2011PTC061427 (the "Parent Guaran" "Borrower"), certain Subsidiaries of the Parent Guarantors" and each individually, an "Initial Guarantors" and each individually, an "Initial Guarantors" and individually, a "	ated as of November 24, 2021, among Think and Learn e laws of India with corporate identification number ntor"), BYJU's Alpha, Inc, a Delaware corporation (the Guarantor (together with the Parent Guarantor, the "Initial parantor"), each lender from time to time party thereto Lender"), and GLAS Trust Company LLC, a limited the laws of the State of New Hampshire, as Administrative
Borrov	ver:	BYJU's Alpha, Inc.	

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u>	Type of	<u>Facility</u>	CUSIP
<u>Amount</u>	Debt		Number
USD 3,620,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No to be provided:

Trade Specific Recordation Fee is waived. **Other Terms of Trade:**

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the

attention of Ramit Khera at ClearPar at the following fax number or email address:

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

Name: Terence Lean

Title: Authorized Signatory

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Toni Healey

Investment Manager

By:

Name: Toni Healey

Title: Chief Financial Officer

Redwood Opportunity Master Fund, Ltd. - BYJU Claim Transfer Supporting Documents

Morgan Stanley

LSTA PAR/NEAR PAR TRADE CONFIRMATION

To:	Redwood Oppo	rtunity Master Fund, Ltd.		
	Buyer MEI:	KY1L117664		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	Morgan Stanle	y Senior Funding, Inc.		
	Seller MEI:	US1L022337		
	Attention:	Angelo Went		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/16/2022			
	We are ple	eased to confirm the following transaction, sub	ject to the Standard Ter	rms and Conditions for Par/Near Pa
Trade (•	ne "Standard Terms and Conditions") published		
		cember 1, 2021, which Standard Terms and C	-	-
		er except as otherwise agreed herein by the pa	_	
		below. The parties hereto agree to submit any o	•	•
		cordance with the LSTA "Rules Governing Arb	_	·
_		le by BISO Trigger Date" in existence on the Tr		
		n arbitration proceeding. Capitalized terms use	= -	•
		to in the Standard Terms and Conditions.	und not defined in the	no communion nu e une respectivi
	go agerro ed mere			
Trade	Date:	09/15/2022		
Seller:		Morgan Stanley Senior Funding, Inc.		✓ Principal ☐ Agent
Buyer:		Redwood Opportunity Master Fund, Ltd.		✓ Principal ☐ Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT Private Limited, a company established under U80903KA2011PTC061427 (the "Parent Gu"Borrower"), certain Subsidiaries of the Paren Guarantors" and each individually, an "Initiat (collectively, the "Lenders" and individually, liability company organized and existing und Agent and as Collateral Agent.	the laws of India with carantor"), BYJU's Alphant Guarantor (together was Guarantor"), each lender a "Lender"), and GLAS	corporate identification number a, Inc, a Delaware corporation (the vith the Parent Guarantor, the "Initial er from time to time party thereto S Trust Company LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.		

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Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase Type of Amount Debt		<u>Facility</u>	CUSIP Number
USD 5,360,000.00 Term		Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Recordation Fee is waived. **Other Terms of Trade:**

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address:

If you have any questions, please contact Ramit Khera at

Morgan Stanley Senior Funding, Inc.

Name: Terence Lean

By:

Title: Authorized Signatory

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Toni Healey

Investment Manager

By:

Name: Toni Healey

Title: Chief Financial Officer

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White Granite LLC - DD3 - BYJU Claim Transfer Supporting Documents

To:	White Granite	LLC		
	Buyer MEI:	US0M01KK78		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	Redwood Drawdown Master Fund III LP			
	Seller MEI:	KY0M0089W6		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	05/23/2023			

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of December 1, 2021, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration between Loan Traders with regard to Cover Price for Trades that Do Not Settle by BISO Trigger Date" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date:	05/22/2023		
Seller:	Redwood Drawdown Master Fund III LP	✓ Principal	Agent
Buyer:	White Granite LLC	✓ Principal	Agent

Credit Agreement: CREDIT AND GUARANTY AGREEMENT, dated as of November 24, 2021, among Think and Learn Private

Limited, a company established under the laws of India with corporate identification number

U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alpha, Inc, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Parent Guarantor (together with the Parent Guarantor, the "Initial Guarantors" and each individually, an "Initial Guarantor"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and GLAS Trust Company LLC, a limited liability company organized and existing under the

laws of the State of New Hampshire, as Administrative Agent and as Collateral Agent.

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Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase	Type of	<u>Facility</u>	<u>CUSIP</u>
Amount	Debt		<u>Number</u>
USD 54,810,628.14	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees:NoneInitial Term Loan

(if any):

Credit Documents No to be provided:

Trade Specific Recordation Fee is split and no more than one half.

Other Terms of Trade:

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Kenny

Feldman at ClearPar at the following fax number or email address:

If you have any questions, please contact Kenny Feldman at

Redwood Drawdown Master Fund III LP
By: REDWOOD CAPITAL MANAGEMENT,
LLC its Investment Manager

LLC, its Investment Manager

Toni Healey

Name: Toni Healey

Title: Chief Financial Officer

White Granite LLC

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

White Granite - Redwood Master Fund, Ltd. - BYJU Claim Transfer Supporting Documents

To:	White Granite	LLC	
	Buyer MEI:	US0M01KK78	
	Attention:	Anna Xu	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
From:	Redwood Maste Seller MEI:	er Fund, Ltd. KY1L014424	
	Attention:	Anna Xu	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
Date:	05/23/2023		

Date: 05/23/2023

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of December 1, 2021, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration between Loan Traders with regard to Cover Price for Trades that Do Not Settle by BISO Trigger Date" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

05/22/2023		
Redwood Master Fund, Ltd.	Principal	Agent
White Granite LLC	✓ Principal	Agent
	Redwood Master Fund, Ltd.	Redwood Master Fund, Ltd.

Credit Agreement: CREDIT AND GUARANTY AGREEMENT, dated as of November 24, 2021, among Think and Learn Private

Limited, a company established under the laws of India with corporate identification number

U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alpha, Inc, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Parent Guarantor (together with the Parent Guarantor, the "Initial Guarantors" and each individually, an "Initial Guarantor"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and GLAS Trust Company LLC, a limited liability company organized and existing under the

laws of the State of New Hampshire, as Administrative Agent and as Collateral Agent.

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Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u>	<u>Type of</u>	<u>Facility</u>	<u>CUSIP</u>
<u>Amount</u>	<u>Debt</u>		<u>Number</u>
USD 72,369,315.35	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No to be provided:

Trade Specific Recordation Fee is split and no more than one half. **Other Terms of Trade:**

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Kenny

Feldman at ClearPar at the following fax number or email address:

If you have any questions, please contact Kenny Feldman at

Redwood Master Fund, Ltd. By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

Toni Healey

Name: Toni Healey

Title: Chief Financial Officer

White Granite LLC

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

White Granite - Redwood Opportunity Master Fund, Ltd. - BYJU
Claim Transfer Supporting Documents

To:	White Granite	LLC	
	Buyer MEI:	US0M01KK78	
	Attention:	Anna Xu	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
From:	Redwood Opportunity Master Fund, Ltd.		
	Seller MEI:	KY1L117664	
	Attention:	Anna Xu	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
Date:	05/23/2023		

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of December 1, 2021, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration between Loan Traders with regard to Cover Price for Trades that Do Not Settle by BISO Trigger Date" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date:	05/22/2023		
Seller:	Redwood Opportunity Master Fund, Ltd.	Principal	Agent
Buyer:	White Granite LLC	Principal	Agent

Credit Agreement: CREDIT AND GUARANTY AGREEMENT, dated as of November 24, 2021, among Think and Learn Private

Limited, a company established under the laws of India with corporate identification number

U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alpha, Inc, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Parent Guarantor (together with the Parent Guarantor, the "Initial Guarantors" and each individually, an "Initial Guarantor"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and GLAS Trust Company LLC, a limited liability company organized and existing under the

laws of the State of New Hampshire, as Administrative Agent and as Collateral Agent.

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Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

<u>Purchase</u>	<u>Type of</u>	<u>Facility</u>	<u>CUSIP</u>
<u>Amount</u>	<u>Debt</u>		<u>Number</u>
USD 16,146,532.66	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific
Other Terms of Trade:

Recordation Fee is split and no more than one half.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Kenny

Feldman at ClearPar at the following fax number or email address:

If you have any questions, please contact Kenny Feldman at

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

White Granite LLC

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

Schedule 4-A

Corporate Ownership Statement for Veritas Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Epic! Creations, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF VERITAS PETITIONING CREDITORS

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, Veritas Capital Credit Opportunities Fund SPV, L.L.C. and Veritas Capital Credit Opportunities Fund II SPV, L.L.C. (each a "Veritas Petitioning Creditor" and collectively, the "Veritas Petitioning Creditors") hereby submit this consolidated corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against Epic! Creations, Inc. ("Epic"). Each Veritas Petitioning Creditor is a separate and distinct lender under that certain Credit and Guaranty Agreement, dated as of November 24, 2021 by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("Parent Guarantor"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent. As set forth in more detail in Column D to Schedule 4-B, the Veritas Petitioning Creditors have no parent corporation and no publicly held corporation owns 10% or more of their respective stock.

Declaration Under Penalty of Perjury

I, the undersigned authorized representative of the Veritas Petitioning Creditors, have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy petition for Epic on behalf of each Veritas Petitioning Creditor. I declare under penalty of perjury

that I have reviewed this Corporate Ownership Statement and <u>Schedule 4-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

Dated: May <u>29</u>, 2024

Name: Mark Basile
Title: President

Veritas Capital Credit Opportunities Fund SPV, L.L.C. and Veritas Capital Credit Opportunities Fund II SPV, L.L.C.

Schedule 4-B

Claim Detail for Veritas Petitioning Creditors

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<u>Schedule 4-B</u> to Epic! Creations, Inc. Involuntary Bankruptcy Petition Claim Detail for Veritas Petitioning Creditors

		Amount of the Claim Above the	Corporate Entities <u>Directly or Indirectly</u>	Has There Been a Transfer of
		Value of Any Lien*	Owning 10% or More of Petitioning	the Claim by or to the
Name of Petitioning Creditor	Nature of Claim		Creditor's Stock	Petitioning Creditor?
Veritas Capital Credit Opportunities Fund II				
SPV, L.L.C.	Term loan holdings	\$	None	No
Veritas Capital Credit Opportunities Fund SPV,				
L.L.C.	Term loan holdings	\$	None	No

*This amount represents the Petitioning
Creditor's current total holdings under the
Credit and Guaranty Agreement. While such
claim is secured, the Petitioning Creditor
agrees individually, and the Petitioning
Creditors agree jointly and severally, to cap
their collective secured claim at an amount that
is \$18,600 less than the face amount of their
collective claims.

Schedule 5-A

Corporate Ownership Statement for HGV BL SPV, LLC

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Epic! Creations, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF HGV BL SPV, LLC

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, HGV BL SPV, LLC (the "HGV Petitioning Creditor") hereby submits this corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against Epic! Creations, Inc. ("Epic"). The HGV Petitioning Creditor is a lender under that certain Credit and Guaranty Agreement, dated as of November 24, 2021 by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("Parent Guarantor"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent. The HGV Petitioning Creditor is a wholly-owned subsidiary of HG Vora Special Opportunities Master Fund, Ltd., both of which are managed by HG Vora Capital Management, LLC ("HG Vora"). As set forth in Column D of Schedule 5-B, HG Vora Special Opportunities Master Fund, Ltd. is the HGV Petitioning Creditor's parent that directly or indirectly owns 10% or more of the HGV Petitioning Creditor's membership interests.

Declaration Under Penalty of Perjury

I, the undersigned authorized representative of HG Vora, have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy petition for Epic on behalf

of the HGV Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and <u>Schedule 5-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

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Dated: June <u>3</u>, 2024

Mandyslan Mandy Lam Name:

DocuSigned by:

Title: General Counsel

HG Vora Capital Management, LLC Company:

On behalf of HGV BL SPV, LLC

Schedule 5-B Claim Detail for HGV BL SPV, LLC

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Schedule 5-B to Epic! Creations, Inc. Involuntary Bankruptcy Petition Claim Detail for HGV Petitioning Creditor

Name of HG Vora Petitioning Creditor	Nature of Claim	Owning 10% or More of Petitioning	Has There Been a Transfer of the Claim by or to the Petitioning Creditor?
		Petitioning Creditor is a wholly-owned, direct subsidiary of HG Vora Special Opportunities Master Fund, Ltd., which is managed by HG Vora Capital Management,	
HGV BL SPV, LLC	Term loan holdings	\$ LLC, its sole investment adviser	Yes

^{*} This amount represents the Petitioning Creditor's current total holdings under the Credit and Guaranty Agreement. While such claim is secured, the Petitioning Creditor agrees individually, and the Petitioning Creditors agree jointly and severally, to cap their collective secured claim at an amount that is \$18,600 less than the face amount of their collective claims.

Schedule 5-C

HGV BL SPV, LLC 1003(a) Declaration

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11	
Epic! Creations, Inc.		Case No. 24	()
Alle	ged Debtor.		

DECLARATION OF HG VORA CAPITAL MANAGEMENT, LLC ON BEHALF OF HGV BL SPV, LLC PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 1003(a)

Pursuant to 28 U.S.C. § 1746, I, Mandy Lam, declare as follows:

- 1. I make this declaration on behalf of HGV BL SPV, LLC (the "HGV Petitioning Creditor") in the above-captioned involuntary chapter 11 case (the "Bankruptcy Case") filed by the HGV Petitioning Creditor and other petitioning creditors against alleged debtor Epic! Creations, Inc. ("Epic"). I am fully familiar with the facts set forth herein either through my own personal knowledge or through a review of documents related to the HGV Petitioning Creditor's claims against Epic. If called to testify in connection with the Bankruptcy Case, the following would constitute my testimony.
- 2. I am the General Counsel of HG Vora Capital Management, LLC ("<u>HG Vora</u>"). The HGV Petitioning Creditor is a wholly-owned subsidiary of HG Vora Special Opportunities Master Fund, Ltd., both of which are managed by HG Vora. I have authority to execute this declaration on behalf of the HGV Petitioning Creditor.
- 3. As set forth more fully in <u>Schedules 5-A and 5-B</u> attached to the involuntary petition filed against Epic, the HGV Petitioning Creditor holds a claim against Epic based upon its holdings under that certain Credit and Guaranty Agreement dated as of November 24, 2021 (the "Credit Agreement"), by and among BYJU's Alpha, Inc., Think and Learn Private Limited

("<u>Parent Guarantor</u>"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent.

- 4. The HGV Petitioning Creditor's holdings under the Credit Agreement that are being relied upon for the purpose of satisfying the requirement of 11 U.S.C. § 303(b)(1) were acquired on May 24, 2024, as reflected in the documents attached hereto as **Exhibit A**.
- 5. The HGV Petitioning Creditor did not acquire its claim for the purpose of commencing this case under the Bankruptcy Code.
- 6. The HGV Petitioning Creditor acquired its claim from HG Vora Special Opportunities Master Fund, Ltd., another HG Vora-managed fund, which in turn acquired the claim on the open market for investment purposes.
- 7. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

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Dated: June <u>3</u>, 2024

Mardyglan Mandy Lam

DocuSigned by:

Name: Title: General Counsel

Company: HG Vora Capital Management, LLC

On behalf of HGV BL SPV, LLC

Exhibit A

HGV BL SPV, LLC Claim Transfer Supporting Documents

LSTA DISTRESSED TRADE CONFIRMATION

To:	HGV BL SPV,	LLC
	Buyer MEI:	
	Attention:	
	Phone No.:	
	Fax No.:	
	Email:	
From:	HG Vora Speci	al Opportunities Master Fund, Ltd.
	Seller MEI:	
	Attention:	
	Phone No.:	
	Fax No.:	
	Email:	

HGV RI SPV LLC

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Distressed Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of July 21, 2023, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration between Loan Traders with regard to Cover Price for Trades that Do Not Settle by BISO Trigger Date" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date: 05/17/2024 ✓ Principal Seller: HG Vora Special Opportunities Master Fund, Ltd. Agent ✓ Principal **Buyer:** HGV BL SPV, LLC

CREDIT AND GUARANTY AGREEMENT, dated as of November 24, 2021, among Think and Learn Private Credit Agreement:

Limited, a company established under the laws of India with corporate identification number

U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alpha, Inc, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Parent Guarantor (together with the Parent Guarantor, the "Initial Guarantors" and each individually, an "Initial Guarantor"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and GLAS Trust Company LLC, a limited liability company organized and existing under the

1

laws of the State of New Hampshire, as Administrative Agent and as Collateral Agent.

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount / Type of Debt:

	Purchase Amount	T <u>ype of</u> Debt	<u>Facility</u>	CUSIP
USD	106,210,244.65	Term	Initial Term Loan	Y8800HAB6

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Purchase Rate:	Initial Term Loan
Accrued Interest:	 Settled Without Accrued Interest ✓ Trades Flat Paid on Settlement Date
Credit Documents to be provided:	No
LSTA Standard Other Terms of Trade:	This Transaction shall be subject to the successful completion of the purchase by Seller of the Purchase Amount of the Debt to be sold to Buyer hereunder This Transaction shall be subject to the successful completion of the sale by Buyer of the Purchase Amount of the Debt to be purchased from Seller hereunder Flip representations shall apply (election is applicable only if Seller is a Riskless Principal (i.e., the first box above has been checked), the settlement of the sale of the Purchase Amount of the Debt to Buyer from Seller occurs no later than one (1) business day after the settlement of the purchase of the Purchase Amount of the Debt by Seller from Seller's immediate prior seller(s) and the other criteria specified in Section 11 of the Standard Terms and Conditions are met) Buyer shall be the Drafting Party
Trade Specific Other Terms of Trade: Recordation Fee is waived.	
	tion, execution and delivery of reasonably acceptable contracts and instruments of transfer in accordance

Negotiation, execution and delivery of reasonably acceptable contracts and instruments of transfer in accordance herewith.

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of Khushi Bhatia at the following fax number or by email at khushi.bhatia1@spglobal.com.

If you have any questions, please contact Khushi Bhatia at 12124381573.

HG Vora Special Opportunities Master Fund, Ltd. By: HG Vora Capital Management LLC, as investment adviser

By:

Name: Philip Garthe

Title: Chief Operating Officer

HGV BL SPV, LLC

Bv:

Name: Philip Garthe

Title: Chief Operating Officer

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between HG Vora Special Opportunities Master Fund, Ltd. (the "Assignor") and HGV BL SPV, LLC (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: HG Vora Special Opportunities Master Fund, Ltd.

2. Assignee: HGV BL SPV, LLC

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and

GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Facility Assigned	Aggregate Amount of Term Loans for all Lenders	Amount of Terms Loans Assigned	Percentage Assigned of Term Loans
Initial Term Loan	USD 1,189,513,684.78	USD 106,210,244.65	8.9288795925%

Effective Date: May 24, 2024

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

6313288 - 001

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

HG VORA SPECIAL OPPORTUNITIES MASTER FUND, LTD., as Assignor

By: HG Vora Capital Management LLC, as investment adviser

By:

Name: Philip Garthe

Title: Chief Operating Officer

ASSIGNEE

HGV BL SPV, LLC, as Assignee

By:

Name: Philip Garthe

Title: Chief Operating Officer

6313288 - 001

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

- Seren Hanell
Ву:
Name: Serena Harrell
Title: Authorized Signatory
Consented to:
BYJU'S ALPHA, INC.
By: N/A
Name:
Title:

6313288 - 001 4

Schedule 6

[Reserved]

Schedule 7-A

Corporate Ownership Statement for Midtown Acquisitions L.P.

Schedule 7-A – No Corporate Ownership Statement Required for Midtown Acquisitions L.P.

Midtown Acquisitions L.P. is a limited partnership, which is not a corporation under 11 U.S.C. § 101(9). Accordingly, Midtown Acquisitions L.P. is exempt from the requirement to file a corporate ownership statement under Federal Rule of Bankruptcy Procedure 7007.1, which is made applicable through Federal Rule of Bankruptcy Procedure 1010(b).

Schedule 7-B

Claim Detail for Midtown Acquisitions L.P.

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<u>Schedule 7-B</u> to Epic! Creations, Inc. Involuntary Bankruptcy Petition Claim Detail for Midtown Acquisitions L.P.

Name of Petitioning Creditor	Nature of Claim		Has There Been a Transfer of the Claim by or to the Petitioning Creditor?
Midtown Acquisitions L.P.	Term loan holdings	\$ N/A - Limited Partnership	Yes

^{*} This amount represents the Petitioning
Creditor's current total holdings under the
Credit and Guaranty Agreement. While such
claim is secured, the Petitioning Creditor
agrees individually, and the Petitioning
Creditors agree jointly and severally, to cap
their collective secured claim at an amount that
is \$18,600 less than the face amount of their
collective claims.

Schedule 7-C

Midtown Acquisitions L.P. 1003(a) Declaration

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Epic! Creations, Inc.	Case No. 24 ()
Alleged Debtor.	

DECLARATION OF MIDTOWN ACQUISITIONS GP LLC ON BEHALF OF MIDTOWN ACQUISITIONS L.P. PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 1003(a)

Pursuant to 28 U.S.C. § 1746, I, Shulamit Leviant, declare as follows:

- 1. I make this declaration on behalf of Midtown Acquisitions L.P. ("Midtown Acquisitions") in the above-captioned involuntary chapter 11 case (the "Bankruptcy Case") filed by Midtown Acquisitions and other petitioning creditors against alleged debtor Epic! Creations, Inc. ("Epic"). I am fully familiar with the facts set forth herein either through my own personal knowledge or through a review of documents related to Midtown Acquisitions' claims against Epic. If called to testify in connection with the Bankruptcy Case, the following would constitute my testimony.
- 2. I am an authorized signatory of Midtown Acquisitions GP LLC, the general partner of Midtown Acquisitions. I have authority to execute this declaration on behalf of Midtown Acquisitions.
- 3. As set forth more fully in <u>Schedule 7-B</u> attached to the involuntary petition filed against Epic, Midtown Acquisitions holds a claim against Epic based upon its holdings under that certain Credit and Guaranty Agreement dated as of November 24, 2021 (the "<u>Credit Agreement</u>"), by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("<u>Parent Guarantor</u>"), certain

subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent.

- 4. Midtown Acquisitions' holdings under the Credit Agreement that are being relied upon for the purpose of satisfying the requirement of 11 U.S.C. § 303(b)(1) were acquired between December 2021 and August 2023, as reflected in the documents attached hereto as **Exhibit A**.
- 5. Midtown Acquisitions did not acquire its claim for the purpose of commencing this case under the Bankruptcy Code.
- 6. Midtown Acquisitions acquired its claim on the open market for investment purposes.
- 7. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

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Dated: June 4, 2024

Shuly Leviant

Name: Shulamit Leviant Title: Authorized Signatory

Company: Midtown Acquisitions GP LLC, as general partner of Midtown Acquisitions L.P.

On behalf of Midtown Acquisitions L.P.

Exhibit A

Midtown Acquisitions L.P. – Claim Transfer Supporting Documents

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between JPMorgan Chase Bank, N.A. (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: JPMorgan Chase Bank, N.A.

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Facility Assigned

Loans for all Lenders

Amount of Terms Loans

Assigned

Percentage Assigned of Term

Loans

Loans

USD 1,189,513,684.78

Effective Date: August 31, 2023

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

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The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

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By: _____

Name: Steven Blacker Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan
Title: Authorized Signatory

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

By: Name: Paige Bolus
Title: Client Service Associate

Consented to:

BYJU'S ALPHA, INC.

By: N/A

Name:

Title:

ASSIGNMENT AND ASSUMPTION

With effect from August 16, 2023 (the "Amendment Effective Date"), this Assignment and Assumption dated September 19, 2023 (the "Assignment and Assumption") amends and restates the Assignment and Assumption with an Effective Date of August 16, 2023 (the "Prior Assignment and Assumption") set forth below and is entered into by and between Deutsche Bank AG, London Branch (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clauses (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: Deutsche Bank AG, London Branch

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

6. Assigned Interest:

Facility Assigned	Aggregate Amount of Term	Amount of Terms Loans	Percentage Assigned of Term
	Loans for all Lenders	Assigned	Loans
Initial Term Loan	USD 1,189,513,684.78		

Effective Date: August _16_, 2023

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

Filed 06/04/24

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The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

DEUTSCHE BANK AG, LONDON BRANCH, as Assignor

By:

Name: Title:

Ben Tsang Director

By:

Name:

Title:

Jessie Liu Director

ASSIGNEE

Midtown Acquisitions L.P., as Assignee

By: Midtown Acquisitions GP LLC

DocuSigned by:

292DF2BA79104D0...

By:

_{Name:} Jennifer E. Donovan

Title: Authorized Signatory

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

By: Name: Title:	Serena Harrell Vice President
Conser	nted to:
BYJU	S ALPHA, INC.
By:	N/A
Name:	
Title:	

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between JPMorgan Chase Bank, N.A. (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: JPMorgan Chase Bank, N.A.

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Facility Assigned

Loans for all Lenders

Amount of Terms Loans

Assigned

Percentage Assigned of Term

Loans

USD 1,189,513,684.78

Effective Date: June 26, 2023

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

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The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

By: Claron Pieroni

Name: Aaron Pieroni

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan
Title: Authorized Signatory

Consented to and Accepted:
GLAS TRUST COMPANY LLC, as Administrative
Agent

- Seren Hanell
Ву:
Name: Serena Harrell
Γitle: Authorized Signatory
Consented to:
BYJU'S ALPHA, INC.
By: N/A
Name:
Fitle

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ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between Morgan Stanley Senior Funding, Inc. (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clauses (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: Morgan Stanley Senior Funding, Inc.

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Aggregate Amount of Term
Loans for all Lenders

Initial Term Loan

Amount of Terms Loans
Assigned

Loans

Percentage Assigned of Term
Loans

USD 1,189,513,684.78

Effective Date: May 12, 2023

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

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The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

MORGAN STANLEY SENIOR FUNDING, INC., as Assignor

By:

Name: Terence Lean

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan
Title: Authorized Signatory

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Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

Serens Hanell
By:
Name: Serena Harrell
Title: Authorized Signatory
Consented to:
BYJU'S ALPHA, INC.
,
By: N/A
Name:
Title:

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ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between Morgan Stanley Senior Funding, Inc. (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clauses (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: Morgan Stanley Senior Funding, Inc.

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Facility Assigned

Aggregate Amount of Term
Loans for all Lenders

Initial Term Loan

Amount of Terms Loans
Assigned

Loans

Percentage Assigned of Term
Loans

USD 1,189,513,684.78

Effective Date: May 17, 2023

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 222 of 368

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

MORGAN STANLEY SENIOR FUNDING, INC., as Assignor

By:

Name: Terence Lean

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

Einer Vii

By:

Name: Erica Vinson

Title: Authorized Signatory

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Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

Serens Hanell
By:
Name: Serena Harrell
Title: Authorized Signatory
Consented to:
BYJU'S ALPHA, INC.
,
By: N/A
Name:
Title:

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 224 of 368

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between Morgan Stanley Bank, N.A. (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: Morgan Stanley Bank, N.A.

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Facility Assigned

Aggregate Amount of Term
Loans for all Lenders

Amount of Terms Loans
Assigned

Loans

Percentage Assigned of Term
Loans

USD 1,189,513,684.78

Effective Date: May 17, 2023

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 226 of 368

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

By:

Name: Terence Lean Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan
Title: Authorized Signatory

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Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

Serens Hanell
By:
Name: Serena Harrell
Title: Authorized Signatory
Consented to:
BYJU'S ALPHA, INC.
,
By: N/A
Name:
Title:

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between JPMorgan Chase Bank, N.A. (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: JPMorgan Chase Bank, N.A.

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Facility Assigned
Loans for all Lenders
Amount of Terms Loans
Assigned
Loans
Assigned
Loans

USD 1,189,513,684.78

Amount of Terms Loans
Assigned
Loans

Percentage Assigned of Term
Loans

Effective Date: August 31, 2023

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

By:

Name: Tyler Warrington
Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan
Title: Authorized Signatory

Consented to and Accepted:

Name: Title:

GLAS TRUST COMPANY LLC, as Administrative Agent

By: Name: Paige Bolus
Title: Client Service Associate

Consented to:

BYJU'S ALPHA, INC.

By: N/A

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ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between Morgan Stanley Bank, N.A. (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clauses (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: Morgan Stanley Bank, N.A.

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Facility Assigned

Aggregate Amount of Term
Loans for all Lenders

Amount of Terms Loans
Assigned

Percentage Assigned of Term
Loans

USD 1,192,513,684.78

Effective Date: March 14, 2023

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

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The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

By:

Name: Terence Lean Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan
Title: Authorized Signatory

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Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

Serens Hanell
By:
Name: Serena Harrell
Title: Authorized Signatory
Consented to:
DAMES AND AND
BYJU'S ALPHA, INC.
D
By: N/A
Name:
Title:

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ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between JPMorgan Chase Bank, N.A. (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clauses (i) above (the rights and obligations sold and assigned pursuant to clauses (i) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: JPMorgan Chase Bank, N.A.

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Facility Assigned

Aggregate Amount of Term
Loans for all Lenders

Amount of Terms Loans
Assigned

Percentage Assigned of Term
Loans

USD 1,192,513,684.78

Effective Date: March 14, 2023

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

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The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

Ву:

Name: Tyler Warrington Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

Einer Vii

Name: Erica Vinson

Title: Authorized Signatory

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Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

Serene Hanell
By:
Name: Serena Harrell
Title: Authorized Signatory
Consented to:
BYJU'S ALPHA, INC.
By: N/A
Name:
Title:

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ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between Morgan Stanley Bank, N.A. (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: Morgan Stanley Bank, N.A.

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Aggregate Amount of Term Loans
Facility Assigned
Loans for all Lenders
Amount of Terms Loans
Assigned
Loans
USD 1,189,513,684.78
Percentage Assigned of Term
Loans

USD 1,189,513,684.78

Effective Date: May 12, 2023

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 242 of 368

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

By:

Name: Terence Lean Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan Title: Authorized Signatory

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Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

Serva Hanell
By:
Name: Serena Harrell
Title: Authorized Signatory
Consented to:
BYJU'S ALPHA, INC.
By: N/A
Name:
Title:

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ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between Morgan Stanley Bank, N.A. (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: Morgan Stanley Bank, N.A.

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Aggregate Amount of Term Loans Percentage Assigned of Term Loans
Initial Term Loan

Amount of Terms Loans Assigned Loans

USD 1,189,513,684.78

Effective Date: May 17, 2023

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 246 of 368

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

By:

Name: Terence Lean Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By: Einer Vii

Name: Erica Vinson

Title: Authorized Signatory

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Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

Serene Hanell
By:
Name: Serena Harrell
Title: Authorized Signatory
Consented to:
BYJU'S ALPHA, INC.
By: N/A
Name:
Title:

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 248 of 368

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between JPMorgan Chase Bank, N.A. (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: JPMorgan Chase Bank, N.A.

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Facility Assigned
Loans for all Lenders

Amount of Terms Loans
Assigned
Loans
Assigned
Loans

Percentage Assigned of Term
Loans

USD 1,192,513,684.78

Effective Date: March 8, 2023

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 250 of 368

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

Вы: До д. 18CM2

Name: Steven Blacker Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan
Title: Authorized Signatory

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Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

Serene Hanell
By:
Name: Serena Harrell
Title: Authorized Signatory
Consented to:
BYJU'S ALPHA, INC.
By: N/A
Name:
Title:

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 252 of 368

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between JPMorgan Chase Bank, N.A. (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clauses (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: JPMorgan Chase Bank, N.A.

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Facility Assigned

Aggregate Amount of Term
Loans for all Lenders

Amount of Terms Loans
Assigned

Loans

Percentage Assigned of Term
Loans

USD 1,192,513,684.78

Effective Date: March 10, 2023

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 254 of 368

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

aaron Pieroni

Name: Aaron Pieroni Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

Ву: __

Name: Jennifer Donovan Title: Authorized Signatory

5601844

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Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

Serens Hanell
By:
Name: Serena Harrell
Title: Authorized Signatory
Consented to:
BYJU'S ALPHA, INC.
,
By: N/A
Name:
Title:

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 256 of 368

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between JPMorgan Chase Bank, N.A. (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: JPMorgan Chase Bank, N.A.

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Facility Assigned
Loans for all Lenders
Amount of Term Loans
Assigned
Loans for all Lenders
Assigned
Loans
Loans
Loans
Loans
Loans

Effective Date: March 15, 2023

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 258 of 368

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

By: 80 2.186/2

Name: Steven Blacker Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan
Title: Authorized Signatory

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Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

Serens Hanell
By:
Name: Serena Harrell
Title: Authorized Signatory
Consented to:
BYJU'S ALPHA, INC.
By: N/A
Name:
Title:

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ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between Morgan Stanley Senior Funding, Inc. (the "Assignor") and Midtown Acquisitions L.P. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clauses (i) above (the rights and obligations sold and assigned pursuant to clauses (i) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: Morgan Stanley Senior Funding, Inc.

2. Assignee: Midtown Acquisitions L.P.

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

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6. Assigned Interest:

Facility Assigned

Aggregate Amount of Term Loans
Loans for all Lenders

Amount of Terms Loans
Assigned

Loans

Percentage Assigned of Term Loans

USD 1,200,000,000.000

Effective Date: December 16, 2021

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

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The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

MORGAN STANLEY SENIOR FUNDING, INC., as Assignor

By:

Name: Josh Herrera

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan Title: Authorized Signatory

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

By: _____

Name: Serena Harrell Title: Authorized Signatory

Consented to:

BYJU'S ALPHA, INC.

By:

Name: Riju Ravindran Title: Director

Schedule 8-A

Corporate Ownership Statement for Silver Point Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Epic! Creations, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF THE SILVER POINT PETITIONING CREDITORS

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, the petitioning creditors identified on Schedule 8-B attached hereto (each a "Silver Point Petitioning Creditor" and collectively, the "Silver Point Petitioning Creditors") hereby submit this consolidated corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against Epic! Creations, Inc. ("Epic"). Each Silver Point Petitioning Creditor is a separate and distinct lender under that certain Credit and Guaranty Agreement, dated as of November 24, 2021 by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("Parent Guarantor"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent. Silver Point Capital, L.P., is the manager/sole member of the manager of each of the Silver Point Petitioning Creditors. Column D of Schedule 8-B identifies all corporate entities that directly or indirectly own 10% or more of each Silver Point Petitioning Creditor's equity interests.

Declaration Under Penalty of Perjury

I, the undersigned authorized representative of Silver Point Capital, L.P., have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy petition for

Epic on behalf of each Silver Point Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and <u>Schedule 8-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

Dated: June 4, 2024

Name:

Steven Weiser General Counsel

Title: Company:

Silver Point Capital, L.P.

On behalf of each Silver Point Petitioning Creditor identified on <u>Schedule 8-B</u> attached hereto

Schedule 8-B

Claim Detail for Silver Point Petitioning Creditors

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<u>Schedule 8-B</u> to Epic! Creations, Inc. Involuntary Bankruptcy Petition Claim Detail for Silver Point Petitioning Creditors

		Amount of the Claim		
		Above the Value of Any		
		Lien*		
			Corporate Entities Directly or	Has There Been a Transfer
			Indirectly Owning 10% or More of	of the Claim by or to the
Name of Silver Point Petitioning Creditor	Nature of Claim		Petitioning Creditor's Stock	Petitioning Creditor?
			Silver Point Capital Fund, L.P 50%	
			Silver Point Capital Offshore Master	
SPCP GROUP, LLC	Term loan holdings	\$	Fund, L.P 50%	Yes
			Silver Point Distressed Opportunity	
			Institutional Partners, L.P 50%	
			Silver Point Distressed Opportunity	
			Institutional Partners Master Fund	
SPCP Institutional Group LLC	Term loan holdings	\$	(Offshore), L.P 50%	Yes

*This amount represents the Petitioning Creditor's current total holdings under the Credit and Guaranty Agreement. While such claim is secured, the Petitioning Creditor agrees individually, and the Petitioning Creditors agree jointly and severally, to cap their collective secured claim at an amount that is \$18,600 less than the face amount of their collective claims.

Schedule 8-C

Silver Point Petitioning Creditors 1003(a) Declaration

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11
Epic! Creations, Inc.		Case No. 24 ()
	Alleged Debtor.	

DECLARATION OF SILVER POINT CAPITAL, L.P. ON BEHALF OF THE SILVER POINT PETITIONING CREDITORS PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 1003(a)

Pursuant to 28 U.S.C. § 1746, I, Jesse Dorigo, declare as follows:

- 1. I make this declaration on behalf of SPCP Group, LLC and SPCP Institutional Group LLC (each a "Silver Point Petitioning Creditor" and collectively, the "Silver Point Petitioning Creditors") in the above-captioned involuntary chapter 11 case (the "Bankruptcy Case") filed by the Silver Point Petitioning Creditors and other petitioning creditors against alleged debtor Epic! Creations, Inc. ("Epic"). I am fully familiar with the facts set forth herein either through my own personal knowledge or through a review of documents related to the Silver Point Petitioning Creditors' claims against Epic. If called to testify in connection with the Bankruptcy Case, the following would constitute my testimony.
- 2. I am an authorized signatory of Silver Point Capital, L.P. ("<u>Silver Point</u>"). Each Silver Point Petitioning Creditor is an investment fund or an entity owned by one or more investment funds managed by Silver Point. I have authority to execute this declaration on behalf of each Silver Point Petitioning Creditor.
- 3. As set forth more fully in <u>Schedules 8-A and 8-B</u> attached to the involuntary petition filed against Epic, each Silver Point Petitioning Creditor holds a claim against Epic based upon its holdings under that certain Credit and Guaranty Agreement dated as of November 24,

2021 (the "<u>Credit Agreement</u>"), by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("<u>Parent Guarantor</u>"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent.

- 4. The Silver Point Petitioning Creditors' holdings under the Credit Agreement that are being relied upon for the purpose of satisfying the requirement of 11 U.S.C. § 303(b)(1) were acquired in March of 2024, as reflected in documents attached hereto as **Exhibit A**.
- 5. No Silver Point Petitioning Creditor acquired its claim for the purpose of commencing this case under the Bankruptcy Code.
- 6. Each Silver Point Petitioning Creditor either (i) acquired its claim on the open market for investment purposes or (ii) acquired its claim from another Silver Point-managed fund, who in turn acquired the claim on the open market for investment purposes.
- 7. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: May 30, 2024

Name. Jesse Dorigo
Title: Authorized Signatory

Silver Point Capital, L.P. Company:

On behalf of each Silver Point Petitioning Creditor identified on <u>Schedule 8-B</u> attached hereto

Exhibit A

Silverpoint Petitioning Creditor Claim Transfer Supporting Documents

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between Morgan Stanley Senior Funding, Inc. (the "Assignor") and SPCP Institutional Group, LLC (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: Morgan Stanley Bank, N.A.

Assignee: SPCP Institutional Group, LLC

Borrower:

BYJU's Alpha, Inc. (the "Borrower")

Administrative

Agent: GLAS Trust Company LLC, as the administrative agent under

the Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24,

2021 (as amended, restated, amended and restated,

supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the Collateral

Agent.

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6. Assigned Interest:

Aggregate Amount of Amount of Terms
Facility
Assigned
Initial Term Loan

Aggregate Amount of Terms
Loans
Loans
Assigned

USD 1,189,513,684.78

Amount of Terms
Loans
Loans

Assigned

USD 1,189,513,684.78

Effective Date: March 11, 2024

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

By:

Name:

Belkys Ortiz Authorized Signatory

Title:

ASSIGNEE

SPCP INSTITUTIONAL GROUP, LLC, as Assignee

By:

Name:

Jennifer Poccia

Title:

Authorized Signatory

By Serva Hanell
: _{Name:} Serena Harrell
Title: Vice President
Consented to: BYJU'S ALPHA, INC.
By N/A
Name:

GLAS TRUST COMPANY LLC, as Administrative

Consented to and Accepted:

Agent

Title:

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between Morgan Stanley Bank, N.A. (the "Assignor") and SPCP Group, LLC (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: Morgan Stanley Bank, N.A.

2. Assignee: SPCP Group, LLC

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

5649902 - 002

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6. Assigned Interest:

Aggregate Amount of Term Amount of Terms Loans Percentage Assigned of Term Loans

Initial Term Loan

Aggregate Amount of Term Amount of Terms Loans Percentage Assigned Loans

USD 1,189,513,684.78

Effective Date: March 11, 2024

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

5649902 - 002

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

Belly All

Name: Belkys Ortiz Title: Attorney-in-fact

ASSIGNEE

SPCP GROUP, LLC, as Assignee

Name: Jennifer Poccia

Title: Authorized Signatory

5649902 - 002

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

Serene Hanell
Ву:
Name: Serena Harrell
Title: Authorized Signatory
Consented to:
BYJU'S ALPHA, INC.
By: N/A
Name:
Title:

5649902 - 002

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between Morgan Stanley Senior Funding, Inc. (the "Assignor") and SPCP Group, LLC (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: Morgan Stanley Bank, N.A.

2. Assignee: SPCP Group, LLC

Borrower:

BYJU's Alpha, Inc. (the "Borrower")

Administrative

Agent: GLAS Trust Company LLC, as the administrative agent under

the Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24,

2021 (as amended, restated, amended and restated,

supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative Agent and the Collateral

Agent.

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6. Assigned Interest:

Aggregate Amount of Amount of Terms
Facility
Assigned
Lenders
Initial Term Loan

Aggregate Amount of Terms
Loans

Effective Date: March <u>11</u>, 2024

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
MORGAN STANLEY BANK, N.A., as Assignor

Ву:

Name:

Belkys Ortiz Authorized Signatory

Title:

ASSIGNEE

SPCP GROUP, LLC, as Assignee

By:

Name:

Jennifer Poccia
Title: Authorized Signatory

Ву : —	Serva Hanell	
Name:	Serena Harrell Vice President	
Consent BYJU'S	ted to: SALPHA, INC.	
By : — Name:	N/A	

GLAS TRUST COMPANY LLC, as Administrative

Consented to and Accepted:

Agent

Title:

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between Morgan Stanley Bank, N.A. (the "Assignor") and SPCP Institutional Group, LLC (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor

1. Assignor: Morgan Stanley Bank, N.A.

2. Assignee: SPCP Institutional Group, LLC

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC, as the administrative agent under the

Credit Agreement.

5. Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as

amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc. as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and

GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

5649902 - 003

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6. Assigned Interest:

Aggregate Amount of Term
Loans for all Lenders

Amount of Terms Loans
Assigned

Loans

Percentage Assigned of Term
Loans

USD 1,189,513,684.78

Effective Date: March 11, 2024

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

5649902 - 003

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

Belle Al

Name: Belkys Ortiz Title: Attorney-in-fact

ASSIGNEE

SPCP INSTITUTIONAL GROUP, LLC, as Assignee

Name: Jennifer Poccia

Title: Authorized Signatory

5649902 - 003

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

- Serena Hanell
Ву:
Name: Serena Harrell
Title: Authorized Signatory
Consented to:
BYJU'S ALPHA, INC.
By: N/A
Name:
Title:

5649902 - 003 4

Schedule 9-A

Corporate Ownership Statement for Shawnee 2022-1 LLC

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Epic! Creations, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF SHAWNEE 2022-1 LLC

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, Shawnee 2022-1 LLC (the "SBC Petitioning Creditor) hereby submits this corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against Epic! Creations, Inc. ("Epic"). The SBC Petitioning Creditor is a lender under that certain Credit and Guaranty Agreement, dated as of November 24, 2021 by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("Parent Guarantor"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent. The SBC Petitioning Creditor is a bankruptcy remote, special purpose vehicle formed for the sole purpose of holding collateralized loan obligations and issuing notes secured thereby. Shawnee 2022-1 LLC is advised and administered by Panagram Structured Asset Management, LLC and Security Benefit Corporation. As set forth in Column D of Schedule 9-B, the SBC Petitioning Creditor has no corporate parent and no corporate entities directly or indirectly own 10% or more of the SBC Petitioning Creditor's equity interests.

Declaration Under Penalty of Perjury

I, the undersigned authorized representative of Shawnee 2022-1 LLC, have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy petition for Epic on behalf of the SBC Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and <u>Schedule 9-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

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Dated: June 4, 2024

Down Pugusi

A3139BB10852407...

Name: Donald J. Puglisi, the sole member and a manager of Shawnee 2022-1 LLC

On behalf of Shawnee 2022-1 LLC

Schedule 9-B

Claim Detail for Shawnee 2022-1 LLC

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<u>Schedule 9-B</u> to Epic! Creations, Inc. Involuntary Bankruptcy Petition Claim Detail for Shawnee 2022-1 LLC

		Amount of the Claim Above the	Corporate Entities <u>Directly or Indirectly</u>	Has There Been a Transfer of
		Value of Any Lien*	Owning 10% or More of Petitioning	the Claim by or to the
Name of Petitioning Creditor	Nature of Claim		Creditor's Stock	Petitioning Creditor?
Shawnee 2022-1 LLC	Term loan holdings	\$	None	Yes

^{*}This amount represents the Petitioning Creditor's current total holdings under the Credit and Guaranty Agreement. While such claim is secured, the Petitioning Creditor agrees individually, and the Petitioning Creditors agree jointly and severally, to cap their collective secured claim at an amount that is \$18,600 less than the face amount of their collective claims.

Schedule 9-C

Shawnee 2022-1 LLC 1003(a) Declaration

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Epic! Creations, Inc.	Case No. 24 ()
Alleged Debtor.	

DECLARATION OF SHAWNEE 2022-1 LLC PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 1003(a)

Pursuant to 28 U.S.C. § 1746, I, Donald J. Puglisi, declare as follows:

- 1. I make this declaration on behalf of Shawnee 2022-1 LLC (the "SBC Petitioning Creditor") in the above-captioned involuntary chapter 11 case (the "Bankruptcy Case") filed by the SBC Petitioning Creditor and other petitioning creditors against alleged debtor Epic! Creations, Inc. ("Epic"). I am fully familiar with the facts set forth herein either through my own personal knowledge or through a review of documents related to the SBC Petitioning Creditor's claims against Epic. If called to testify in connection with the Bankruptcy Case, the following would constitute my testimony.
- 2. I am the sole member and a manager of the SBC Petitioning Creditor. The SBC Petitioning Creditor is advised and administered by Panagram Structured Asset Management, LLC and Security Benefit Corporation. I have authority to execute this declaration on behalf of the SBC Petitioning Creditor.
- 3. As set forth more fully in <u>Schedules 9-A and 9-B</u> attached to the involuntary petition filed against Epic, the SBC Petitioning Creditor holds a claim against Epic based upon its holdings under that certain Credit and Guaranty Agreement dated as of November 24, 2021 (the "<u>Credit Agreement</u>"), by and among BYJU's Alpha, Inc., Think and Learn Private Limited

("<u>Parent Guarantor</u>"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent.

- 4. The SBC Petitioning Creditor's holdings under the Credit Agreement that are being relied upon for the purpose of satisfying the requirement of 11 U.S.C. § 303(b)(1) were acquired on March 16, 2022, as reflected in the documents attached hereto as **Exhibit A**.
- 5. The SBC Petitioning Creditor did not acquire its claim for the purpose of commencing this case under the Bankruptcy Code.
 - 6. The SBC Petitioning Creditor acquired its claim for investment purposes.
- 7. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: June 4, 2024

Name: Donald J. Puglisi, the sole member and a manager of Shawnee 2022-1 LLC

On behalf of Shawnee 2022-1 LLC

Exhibit A

Shawnee 2022-1 LLC Claim Transfer Supporting Documents



LSTA PAR/NEAR PAR TRADE CONFIRMATION

To: Buyer Name:	Shawnee 2022-1 LLC	From: Seller Name:	CHAIN BRIDGE OPPORTUNISTIC FUNDING, LLC
Buyer MEI :		Seller MEI :	
Contact Person:		Contact Person:	
Phone No.:		Phone No.:	
Fax No.:		Fax No.:	
Email Address		Email Address:	

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc. (the "LSTA") as of December 1, 2021, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration between Loan Traders with regard to Cover Price for Trades that Do Not Settle by BISO Trigger Date" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date 04-MAR-2022

Seller: CHAIN BRIDGE OPPORTUNISTIC FUNDING, LLC

Buyer: Shawnee 2022-1 LLC

Credit Agreement: Credit and Guaranty Agreement, dated as of November 24, 2021 (as amended, restated,

amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company

LLC as the Administrative Agent and the Collateral Agent.

Borrower: BYJU's ALPHA, INC

Form Of Purchase: If no election is made, "Assignment" applies.

□ Participation

☐ Multilateral Netting

☐ Assignment Only

Purchase Amount/ Type of Debt:

Purchase Amount	Type of Debt	<u>Facility</u>	CUSIP Number
USD25,000,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase	Rate:			%
-----------------	-------	--	--	---

	Case 24-11161-BLS	S Doc 1	Filed 06/04/24	Page 303 of 30	68
Up-front Fee:	None			· ·	
Accrued Interest:	Settled Settled	Without Accr	ued Interest		
	☐ Paid O	n Settlement	Date		
	☐ Trades	Flat			
	☐ Discou	nt From Next	Rollover Date		
	☐ Buyer	Receives Ben	efit of Interest		
	□ N/A				
Assignment Fee Paid	By: Waived				
Credit Documents to be provided by Sel	l =	nly applicable n or prior to T	if Buyer was not a Le rade Date)	nder on Trade Date a	and made its
	⊠ No				
Collateral Annex Applicable:	☐ Yes ☐ No				
Collateral Account Institution:	if selec	ted, Collatera	stablished with Seller I Account Segregation stablished with a Third		
Trade Specific Other Terms of Trade	e:				
Subject to:	Negotiation	execution ar	nd delivery of reasonal	oly acceptable contra	cts and

instruments of transfer in accordance herewith.



If you have any questions, please contact Andrelia Jackson at 713 -993-4300.

SELLER

CHAIN BRIDGE OPPORTUNISTIC FUNDING, LLC By: CBAM Partners, LLC, as Investment Manager

By: (Electronic Signature on file)

1 Thut

Name: Tiffany Short

Title: Securities Operations Supervisor

Date: 16-MAR-22

BUYER

Shawnee 2022-1 LLC

By: (Electronic Signature on file)

1 Junt

Name: Tiffany Short

Title: Securities Operations Supervisor

Date: 16-MAR-22

LSTA EFFECTIVE December 1, 2021 LEGAL02/39166467v2 Copyright ® LSTA [2021]. All rights reserved.

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ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between CHAIN BRIDGE OPPORTUNISTIC FUNDING, LLC ("Assignor") and Shawnee 2022-1 LLC (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit and Guaranty Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: CHAIN BRIDGE OPPORTUNISTIC FUNDING, LLC

2. Assignee: Shawnee 2022-1 LLC

3. Borrower: BYJU's Alpha, Inc. (the "Borrower")

4. Administrative Agent: GLAS Trust Company LLC as the administrative agent under the Credit

Agreement

5. Credit Agreement Credit and Guaranty Agreement, dated as of November 24, 2021 (as amended,

restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Credit Agreement"), among BYJU's Alpha, Inc as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and GLAS Trust Company LLC as the Administrative

Agent and the Collateral Agent.

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6. Assigned Interest:

Facility	Aggregate Amount of Term Loans for all Lenders	Amount of Term Loans	Percentage Assigned of Term
Assigned		Assigned	Loans
Initial Term Loan	USD 1,197,000,000.00	USD 24,937,500.00	2.0833333333%

Effective Date: 4/1/2020

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

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The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

CHAIN BRIDGE OPPORTUNISTIC FUNDING, LLC

By: CBAM Partners, LLC, as Investment Manager

By: (Electronic Signature on file)

Mut

Name: Tiffany Short

Title: Securities Operations Supervisor

ASSIGNEE

Shawnee 2022-1 LLC

By: (Electronic Signature on file)

Name: Tiffany Short

Title: Securities Operations Supervisor

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Consented to and Accepted:

GLAS Trust Company LLC AS THE ADMINISTRATIVE AGENT

	///		
Name:	Edwa-1	Polance	
		President	
Consen	ited to:		
BYJU's	s Alpha, Inc.		
By:	N/A_		
Name:			
Title:			

Schedule 10-A

Corporate Ownership Statement for Sentinel Dome Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Epic! Creations, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF THE SENTINEL DOME PETITIONING CREDITORS

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, the petitioning creditors identified on Schedule 10-B attached hereto (each a "Sentinel Dome Petitioning Creditor" and collectively, the "Sentinel Dome Petitioning Creditors") hereby submit this consolidated corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against Epic! Creations, Inc. ("Epic"). Each Sentinel Dome Petitioning Creditor is a separate and distinct lender under that certain Credit and Guaranty Agreement, dated as of November 24, 2021 by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("Parent Guarantor"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent. Each Sentinel Dome Petitioning Creditor is managed by Sentinel Dome Partners, LLC. As set forth in Column D of Schedule 10-B attached hereto, no Sentinel Dome Petitioning Creditor has a corporate parent and no corporate entity directly or indirectly owns 10% or more of any Sentinel Dome Petitioning Creditor's equity interests.

Declaration Under Penalty of Perjury

I, the undersigned authorized representative of Sentinel Dome Partners, LLC, have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy petition for Epic on behalf of each Sentinel Dome Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and <u>Schedule 10-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

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Dated: June 4, 2024

U

Name: Charlene Nyberg
Title: Chief Financial Officer
Company: Sentinel Dome Partners, LLC

On behalf of each Sentinel Dome Petitioning Creditor identified on <u>Schedule 10-B</u> attached hereto

Schedule 10-B

Claim Detail for Sentinel Dome Petitioning Creditors

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<u>Schedule 10-B</u> to Epic! Creations, Inc. Involuntary Bankruptcy Petition Claim Detail for Sentinel Dome Petitioning Creditors

				Corporate Entities <u>Directly or Indirectly</u> Owning 10% or More of Petitioning	Has There Been a Transfer of the Claim by or to the
Name of Batisianian Conditor	Natura of Claim	value of Ally	Lieii		
Name of Petitioning Creditor	Nature of Claim			Creditor's Stock	Petitioning Creditor?
NPB Manager Fund, SPC. on behalf of and for					
the account of Segregated Portfolio 103	Term loan holdings	\$		N/A	No
SDP Flagship Master Fund LP	Term loan holdings	\$		N/A	No

^{*} This amount represents the Petitioning Creditor's current total holdings under the Credit and Guaranty Agreement. While such claim is secured, the Petitioning Creditor agrees individually, and the Petitioning Creditors agree jointly and severally, to cap their collective secured claim at an amount that is \$18,600 less than the face amount of their collective claims.

Schedule 11-A

Corporate Ownership Statement for Stonehill Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11	
Epic! Creations, Inc.		Case No. 24	()
A	lleged Debtor.		

CORPORATE OWNERSHIP STATEMENT OF THE STONEHILL PETITIONING CREDITORS

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, the petitioning creditors identified on Schedule 11-B attached hereto (each a "Stonehill Petitioning Creditor" and collectively, the "Stonehill Petitioning Creditors") hereby submit this consolidated corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against Epic! Creations, Inc. ("Epic"). Each Stonehill Petitioning Creditor is a separate and distinct lender under that certain Credit and Guaranty Agreement, dated as of November 24, 2021 by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("Parent Guarantor"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent. Each Stonehill Creditor is managed by Stonehill Capital Management LLC. Column D of Schedule 11-B identifies all corporate entities that directly or indirectly own 10% or more of each Stonehill Petitioning Creditor's equity interests.

Declaration Under Penalty of Perjury

I, the undersigned authorized representative of Stonehill Capital Management LLC, have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy petition for Epic on behalf of each Stonehill Petitioning Creditor. I declare under penalty of perjury

that I have reviewed this Corporate Ownership Statement and <u>Schedule 11-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

Dated: June 4, 2024

DocuSigned by:

Paul Maluk

C2D41492660F46F

Name: Paul D. Malek

Title: Authorized Signatory

Company: Stonehill Capital Management LLC

On behalf of each Stonehill Petitioning Creditor identified on <u>Schedule 11-B</u> attached hereto

3

Schedule 11-B

Claim Detail for Stonehill Petitioning Creditors

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Schedule 11-B to Epic! Creations, Inc. Involuntary Bankruptcy Petition Claim Detail for Stonehill Petitioning Creditors

		Amount of the Claim Above the Value		
		of Any Lien*	Corporate Entities <u>Directly or Indirectly</u> Owning 10% or	Has There Been a Transfer of the Claim by or
Name of Petitioning Creditor	Nature of Claim		More of Petitioning Creditor's Stock	to the Petitioning Creditor?
Stonehill Master Fund Ltd.	Term loan holdings		Stonehill Offshore Partners Limited	Yes
			N/A – Entity is a limited partnership exempt from filing	
Stonehill Institutional Partners, L.P.	Term loan holdings		corporate ownership statement pursuant to FRBP 7007.1	Yes

^{*} This amount represents the Petitioning Creditor's current total holdings under the Credit and Guaranty Agreement. While such claim is secured, the Petitioning Creditor agrees individually, and the Petitioning Creditors agree jointly and severally, to cap their collective secured claim at an amount that is \$18,600 less than the face amount of their collective claims.

Schedule 11-C

Stonehill Petitioning Creditors 1003(a) Declaration

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Epic! Creations, Inc.	Case No. 24 ()
Alleged Debtor.	

DECLARATION OF STONEHILL CAPITAL MANAGEMENT, LLC ON BEHALF OF STONEHILL PETITIONING CREDITORS PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 1003(a)

Pursuant to 28 U.S.C. § 1746, I, Paul D. Malek, declare as follows:

- 1. I make this declaration on behalf of Stonehill Master Fund Ltd. and Stonehill Institutional Partners, L.P. (each a "Stonehill Petitioning Creditor" and collectively, the "Stonehill Petitioning Creditors") in the above-captioned involuntary chapter 11 case (the "Bankruptcy Case") filed by Petitioning Creditor and other petitioning creditors against alleged debtor Epic! Creations, Inc. ("Epic"). I am fully familiar with the facts set forth herein either through my own personal knowledge or through a review of documents related to the Stonehill Petitioning Creditors' claims against Epic. If called to testify in connection with the Bankruptcy Case, the following would constitute my testimony.
- 2. I am the General Counsel and Chief Compliance Officer of Stonehill Capital Management, LLC ("Stonehill Capital"). Each Stonehill Petitioning Creditor is an investment fund or wholly-owned subsidiary of an investment fund sponsored by Stonehill Capital. I have authority to execute this declaration on behalf of each Stonehill Petitioning Creditor.
- 3. As set forth more fully in <u>Schedule 11-B</u> attached to the involuntary petition filed against Epic, each Stonehill Petitioning Creditor holds a claim against Epic based upon its holdings under that certain Credit and Guaranty Agreement dated as of November 24, 2021 (the "<u>Credit</u>

<u>Agreement</u>"), by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("<u>Parent Guarantor</u>"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent.

- 4. The Stonehill Petitioning Creditors' holdings under the Credit Agreement that are being relied upon for the purpose of satisfying the requirement of 11 U.S.C. § 303(b)(1) were acquired in February 2024, as reflected in the documents attached hereto as **Exhibit A**.
- 5. No Stonehill Petitioning Creditor acquired its claim for the purpose of commencing this case under the Bankruptcy Code.
- 6. Each Stonehill Petitioning Creditor acquired its claim on the open market for investment purposes.
- 7. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: June 4, 2024

Name: Paul D. Malek

Title: Authorized Signatory

Company: Stonehill Capital Management LLC

On behalf of each Stonehill Petitioning Creditor identified on <u>Schedule 11-B</u> attached hereto

Exhibit A

Stonehill Capital Management, LLC – Claims Transfer Supporting Documents

Morgan Stanley

LSTA DISTRESSED TRADE CONFIRMATION

To: Stonehill Institutional Partners, L.P.

Buyer MEI: US1L053225
Attention: Anthony Maietta
Phone No.: 212-739-7474

Fax No.:

Email: amaietta@stonehillcap.com

From: Morgan Stanley Senior Funding, Inc.

Seller MEI: US1L022337
Attention: Angelo Went
Phone No.: 4436274232

Fax No.:

Email: angelo.went@morganstanley.com

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Distressed Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of July 21, 2023, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration between Loan Traders with regard to Cover Price for Trades that Do Not Settle by BISO Trigger Date" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Frade Date:	02/06/2024		
Seller:	Morgan Stanley Senior Funding, Inc.	✓ Principal	Agent
Buyer:	Stonehill Institutional Partners, L.P.	✓ Principal	Agent

Credit Agreement: CREDIT AND GUARANTY AGREEMENT, dated as of November 24, 2021, among Think and Learn Private

Limited, a company established under the laws of India with corporate identification number

U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alpha, Inc, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Parent Guarantor (together with the Parent Guarantor, the "Initial Guarantors" and each individually, an "Initial Guarantor"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and GLAS Trust Company LLC, a limited liability company organized and existing under the

1

laws of the State of New Hampshire, as Administrative Agent and as Collateral Agent.

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount /
Type of Debt:

Purchase Amount	Type of Debt	Facility.	CUSIP
USD	Term	Initial Term Loan	Y8800HAB6

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Purchase Rate:	Initial Term Loan
Accrued Interest:	 Settled Without Accrued Interest ✓ Trades Flat Paid on Settlement Date
Credit Documents to be provided:	No
LSTA Standard Other Terms of Trade:	This Transaction shall be subject to the successful completion of the purchase by Seller of the Purchase Amount of the Debt to be sold to Buyer hereunder This Transaction shall be subject to the successful completion of the sale by Buyer of the Purchase Amount of the Debt to be purchased from Seller hereunder Flip representations shall apply (election is applicable only if Seller is a Riskless Principal (i.e., the first box above has been checked), the settlement of the sale of the Purchase Amount of the Debt to Buyer from Seller occurs no later than one (1) business day after the settlement of the purchase of the Purchase Amount of the Debt by Seller from Seller's immediate prior seller(s) and the other criteria specified in Section 11 of the Standard Terms and Conditions are met) Buyer shall be the Drafting Party
Trade Specific Other Terms of Trade:	
-	ified herein, Morgan Stanley Senior Funding, Inc. shall not be required to pay (in the aggregate) more than one-half of for transactions (specified in this or any other Confirmation related to this trade) allocated by an investment manager funds or accounts.
Please see attached ur	nder "Other docs" additional trade confirm language agreed by both parties.
•	Negotiation, execution and delivery of reasonably acceptable contracts and instruments of transfer in accordance herewith.
	are of a duly authorized signatory where indicated below and return this letter to the attention of Michael Ferrara at the by email at michael.ferrara@spglobal.com.
If you have any questions,	please contact Michael Ferrara at +1 646 690 4313.

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Morgan Stanley Senior Funding, Inc.

Bel of All

Name: Belkys Ortiz

Title: Attorney-in-fact

Stonehill Institutional Partners, L.P. By: Stonehill Capital Management, LLC, its Investment Adviser

By:

Name: Anthony Maietta

Title: Authorized Signatory

Morgan Stanley

LSTA DISTRESSED TRADE CONFIRMATION

To: Stonehill Master Fund Ltd.

Buyer MEI: KY1L177544

Attention: Anthony Maietta

Phone No.: 212-739-7474

Fax No.:

Email: amaietta@stonehillcap.com

From: Morgan Stanley Senior Funding, Inc.

Seller MEI: US1L022337
Attention: Angelo Went
Phone No.: 4436274232

Fax No.:

Email: angelo.went@morganstanley.com

0010410001

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Distressed Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of July 21, 2023, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration between Loan Traders with regard to Cover Price for Trades that Do Not Settle by BISO Trigger Date" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Frade Date:	02/06/2024		
Seller:	Morgan Stanley Senior Funding, Inc.	✓ Principal	Agent
Buyer:	Stonehill Master Fund Ltd.	✓ Principal	Agent

Credit Agreement: CREDIT AND GUARANTY AGREEMENT, dated as of November 24, 2021, among Think and Learn Private

Limited, a company established under the laws of India with corporate identification number

U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alpha, Inc, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Parent Guarantor (together with the Parent Guarantor, the "Initial Guarantors" and each individually, an "Initial Guarantor"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and GLAS Trust Company LLC, a limited liability company organized and existing under the

laws of the State of New Hampshire, as Administrative Agent and as Collateral Agent.

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount / Type of Debt:

Purchase Amount		Type of Debt	Facility.	CUSIP
USD		Term	Initial Term Loan	Y8800HAB6

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Purchase Rate:	Initial Term Loan
Accrued Interest:	 Settled Without Accrued Interest ✓ Trades Flat Paid on Settlement Date
Credit Documents to be provided:	No
LSTA Standard Other Terms of Trade:	This Transaction shall be subject to the successful completion of the purchase by Seller of the Purchase Amount of the Debt to be sold to Buyer hereunder
	This Transaction shall be subject to the successful completion of the sale by Buyer of the Purchase Amount of the Debt to be purchased from Seller hereunder
	Flip representations shall apply (election is applicable only if Seller is a Riskless Principal (i.e., the first box above has been checked), the settlement of the sale of the Purchase Amount of the Debt to Buyer from Seller occurs no later than one (1) business day after the settlement of the purchase of the Purchase Amount of the Debt by Seller from Seller's immediate prior seller(s) and the other criteria specified in Section 11 of the Standard Terms and Conditions are met)
	Buyer shall be the Drafting Party
Trade Specific Other Terms of Trade:	
	cified herein, Morgan Stanley Senior Funding, Inc. shall not be required to pay (in the aggregate) more than one-half of e for transactions (specified in this or any other Confirmation related to this trade) allocated by an investment manager funds or accounts.
Please see attached ur	nder "Other docs" additional trade confirm language agreed by both parties.
Subject To:	Negotiation, execution and delivery of reasonably acceptable contracts and instruments of transfer in accordance herewith.

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of Michael Ferrara at the following fax number or by email at michael.ferrara@spglobal.com.

If you have any questions, please contact Michael Ferrara at +1 646 690 4313.

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Morgan Stanley Senior Funding, Inc.

But But But

Name: Belkys Ortiz

Title: Attorney-in-fact

Stonehill Master Fund Ltd.

By: Stonehill Capital Management, LLC, its Investment Adviser

By:

Name: Anthony Maietta

Title: Authorized Signatory

LSTA DISTRESSED TRADE CONFIRMATION

To:	Stonehill	Institutional	Partners,	L.P.
-----	-----------	---------------	-----------	------

Buyer MEI:

US1L053225

Attention:

Anthony Maietta

Phone No.:

212-739-7474

Fax No .:

Email:

amaietta@stonehillcap.com

From: Bank of America, N.A.

Seller MEI:

US1L223141

Attention:

Seth Denson

Phone No.:

646 556-2107

Fax No.:

Email:

seth.denson@bofa.com

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Distressed Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of July 21, 2023, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration between Loan Traders with regard to Cover Price for Trades that Do Not Settle by BISO Trigger Date" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

02/02/2024 Trade Date: Agent ✓ Principal Bank of America, N.A. or one of its affiliates Seller: Agent ✓ Principal Stonehill Institutional Partners, L.P. Buyer:

Credit Agreement:

CREDIT AND GUARANTY AGREEMENT, dated as of November 24, 2021, among Think and Learn Private

Limited, a company established under the laws of India with corporate identification number

U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alpha, Inc, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Parent Guarantor (together with the Parent Guarantor, the "Initial Guarantors" and each individually, an "Initial Guarantor"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and GLAS Trust Company LLC, a limited liability company organized and existing under the

laws of the State of New Hampshire, as Administrative Agent and as Collateral Agent.

Borrower:

BYJU's Alpha, Inc.

Form of Purchase:

Assignment

Purchase Amount / Type of Debt:

Purchase Amount	Type of Debt	Facility	CUSIP
Milotair	Term	Initial Term Loan	Y8800HAB6

Purchase Rate:	Initial Term Loan
Accrued Interest:	 ☐ Settled Without Accrued Interest ✓ Trades Flat ☐ Paid on Settlement Date
Credit Documents to be provided:	No
LSTA Standard Other Terms of Trade:	This Transaction shall be subject to the successful completion of the purchase by Seller of the Purchase Amount of the Debt to be sold to Buyer hereunder
	This Transaction shall be subject to the successful completion of the sale by Buyer of the Purchase Amount of the Debt to be purchased from Seller hereunder
	Flip representations shall apply (election is applicable only if Seller is a Riskless Principal (i.e., the first box above has been checked), the settlement of the sale of the Purchase Amount of the Debt to Buyer from Seller occurs no later than one (1) business day after the settlement of the purchase of the Purchase Amount of the Debt by Seller from Seller's immediate prior seller(s) and the other criteria specified in Section 11 of the Standard Terms and Conditions are met)
	Buyer shall be the Drafting Party
Trade Specific Other Terms of Trade: Unless otherwise specifie for the transaction accounts.	cified herein, Bank of America, N.A. shall not be required to pay (in the aggregate) more than one full Agent transfer as (specified in this or any other Confirmation) allocated by an investment manager or advisor to multiple funds or
PLEASE SEE RIDE	R A ATTACHED.
Subject To:	Negotiation, execution and delivery of reasonably acceptable contracts and instruments of transfer in accordance herewith.
Please provide the signa	ture of a duly authorized signatory where indicated below and return this letter to the attention of Melinda Celaj at the

following fax number (646)6904301 or by email at melinda.celaj@spglobal.com.

If you have any questions, please contact Melinda Celaj at (646)6904271.

Bank of America, N.A.

Stonehill Institutional Partners, L.P.
By: Stonehill Capital Management, LLC, its Investment
Adviser

By:

Name:

Title:

By: Wang Mei La

Name: Doris Lau

Title: CFO

The Bank of America Global Loans and Special Situations Sales and Trading Desk conducts its sales and trading activity from the public side of the Information Wall, and you are reminded that you should not provide the Desk with any written or electronic loan-related information unless Bank of America expressly authorizes you to do so. All written or electronic loan related information, including materials relating to loan assignments and materials distributed under any loan or credit agreement, should be sent only to Jon Barnes, Bank of America, Credit and Information Group, NC1-027-15-01, 214 North Tryon Street, Charlotte, North Carolina 28255; HYPERLINK "mailto:bas.infomanager@bankofamerica.com"bas.infomanager@bankofamerica.com; 980-386-0805 (phone); 704-409-0768 (fax). In addition, you should not orally communicate to the Desk any non-public information relating to a company or a loan unless Bank of America expressly authorizes you to do so.

LSTA DISTRESSED TRADE CONFIRMATION

To:	Stonehill	Institutional	Partners,	LP.

Buyer MEI:

US1L053225

Attention:

Anthony Maietta

Phone No.:

212-739-7474

Fax No .:

Email:

amaietta@stonehillcap.com

From: Bank of America, N.A.

Seller MEI:

US1L223141

Attention:

Seth Denson

Phone No.:

646 556-2107

Fax No.:

Email:

seth.denson@bofa.com

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Distressed Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of July 21, 2023, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration between Loan Traders with regard to Cover Price for Trades that Do Not Settle by BISO Trigger Date" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date:

02/08/2024

Seller:

Bank of America, N.A. or one of its affiliates

Agent ✓ Principal

Buyer:

Stonehill Institutional Partners, L.P.

✓ Principal

Credit Agreement:

CREDIT AND GUARANTY AGREEMENT, dated as of November 24, 2021, among Think and Learn Private

Limited, a company established under the laws of India with corporate identification number

U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alpha, Inc, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Parent Guarantor (together with the Parent Guarantor, the "Initial Guarantors" and each individually, an "Initial Guarantor"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and GLAS Trust Company LLC, a limited liability company organized and existing under the

laws of the State of New Hampshire, as Administrative Agent and as Collateral Agent.

Borrower:

BYJU's Alpha, Inc.

Form of Purchase:

Assignment

Purchase Amount / Type of Debt:

Purchase Amount	Type of Debt	Facility	CUSIP
USD	Term	Initial Term Loan	Y8800HAB6

Purchase Rate:	Initial Term Loan
Accrued Interest:	 ☐ Settled Without Accrued Interest ☑ Trades Flat ☐ Paid on Settlement Date
Credit Documents to be provided:	No
LSTA Standard Other Terms of Trade:	This Transaction shall be subject to the successful completion of the purchase by Seller of the Purchase Amount of the Debt to be sold to Buyer hereunder
	This Transaction shall be subject to the successful completion of the sale by Buyer of the Purchase Amount of the Debt to be purchased from Seller hereunder
	Flip representations shall apply (election is applicable only if Seller is a Riskless Principal (i.e., the first box above has been checked), the settlement of the sale of the Purchase Amount of the Debt to Buyer from Seller occurs no later than one (1) business day after the settlement of the purchase of the Purchase Amount of the Debt by Seller from Seller's immediate prior seller(s) and the other criteria specified in Section 11 of the Standard Terms and Conditions are met)
	Buyer shall be the Drafting Party
Trade Specific Other Terms of Trade:	for the aggregate) more than one full Agent transfer
Unless otherwise specifi fee for the transactions (accounts.	ed herein, Bank of America, N.A. shall not be required to pay (in the aggregate) more than one full Agent transfer (specified in this or any other Confirmation) allocated by an investment manager or advisor to multiple funds or
PLEASE SEE RIDER	A ATTACHED.
Subject To:	regotiation, execution and delivery of reasonably acceptable contracts and instruments of transfer in accordance

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of Melinda Celaj at the

If you have any questions, please contact Melinda Celaj at (646)6904271.

following fax number (646)6904301 or by email at melinda.celaj@spglobal.com.

Bank of America, N.A.

Stonehill Institutional Partners, L.P.
By: Stonehill Capital Management, LLC, its Investment
Adviser

By:

Name:

Title:

By: Wang Mei Lan

Name: Doris Lau

Title: CFO

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LSTA DISTRESSED TRADE CONFIRMATION

To: Stonehill Master Fund L	To:	Stonehill	Master	Fund	Ltd
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Buyer MEI:

KY1L177544

Attention:

Anthony Maietta

Phone No .:

212-739-7474

Fax No .:

Email:

amaietta@stonehillcap.com

From: Bank of America, N.A.

Seller MEI:

US1L223141

Attention:

Seth Denson

Phone No.:

646 556-2107

Fax No .:

Email:

seth.denson@bofa.com

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Distressed Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of July 21, 2023, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration between Loan Traders with regard to Cover Price for Trades that Do Not Settle by BISO Trigger Date" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date:

02/02/2024

Seller:

Bank of America, N.A. or one of its affiliates

✓ Principal Agent

Buyer:

Stonehill Master Fund Ltd.

✓ Principal Agent

Credit Agreement:

CREDIT AND GUARANTY AGREEMENT, dated as of November 24, 2021, among Think and Learn Private

Limited, a company established under the laws of India with corporate identification number

U80903KA2011PTC061427 (the "Parent Guarantor"), BYJU's Alpha, Inc, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Parent Guarantor (together with the Parent Guarantor, the "Initial Guarantors" and each individually, an "Initial Guarantor"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and GLAS Trust Company LLC, a limited liability company organized and existing under the

laws of the State of New Hampshire, as Administrative Agent and as Collateral Agent.

Borrower:

BYJU's Alpha, Inc.

Form of Purchase:

Assignment

Purchase Amount / Type of Debt:

Purchase Amount	Type of Debt	Facility	CUSIP	
ISD	Term	Initial Term Loan	Y8800HAB6	

Purchase Rate: Accrued Interest: Credit Documents	Initial Term Loan Settled Without Accrued Interest Trades Flat Paid on Settlement Date No
to be provided:	
LSTA Standard Other Terms of Trade:	 ☐ This Transaction shall be subject to the successful completion of the purchase by Seller of the Purchase Amount of the Debt to be sold to Buyer hereunder ☐ This Transaction shall be subject to the successful completion of the sale by Buyer of the Purchase Amount of the Debt to be purchased from Seller hereunder ☐ Flip representations shall apply (election is applicable only if Seller is a Riskless Principal (i.e., the first box above has been checked), the settlement of the sale of the Purchase Amount of the Debt to Buyer from Seller occurs no later than one (1) business day after the settlement of the purchase of the Purchase Amount of the Debt by Seller from Seller's immediate prior seller(s) and the other criteria specified in Section 11 of the Standard Terms and Conditions are met) ☐ Buyer shall be the Drafting Party
	Buyer small be the 2.11-2
Trade Specific Other Terms of Trade: Unless otherwise specifiee for the transactions accounts.	fied herein, Bank of America, N.A. shall not be required to pay (in the aggregate) more than one full Agent transfer (specified in this or any other Confirmation) allocated by an investment manager or advisor to multiple funds or
PLEASE SEE RIDER	A ATTACHED.
	Negotiation, execution and delivery of reasonably acceptable contracts and instruments of transfer in accordance herewith. Iter of a duly authorized signatory where indicated below and return this letter to the attention of Melinda Celaj at the
Please provide the signatu	ire of a duly authorized signatory where indicates the second of the sec

following fax number (646)6904301 or by email at melinda.cclaj@spglobal.com.

If you have any questions, please contact Melinda Celaj at (646)6904271.

Bank of America, N.A.

Stonehill Master Fund Ltd.

By: Stonehill Capital Management, LLC, its Investment

Adviser

By:

Name:

Ву:

By: Wang Mei Za

Name: Doris Lau

Title: CFO

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LSTA DISTRESSED TRADE CONFIRMATION

To:	Stonehill	Master	Fund	Ltd.
-----	-----------	--------	------	------

Buyer MEI:

KY1L177544

Attention:

Anthony Maietta

Phone No.:

212-739-7474

Fax No .:

Email:

amaietta@stonehillcap.com

From: Bank of America, N.A.

Seller MEI:

US1L223141

Attention:

Seth Denson

Phone No.:

646 556-2107

Fax No .:

Email:

seth.denson@bofa.com

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Trade Date:

02/08/2024

Seller:

Bank of America, N.A. or one of its affiliates

Agent ✓ Principal

Buyer:

Stonehill Master Fund Ltd.

✓ Principal Agent

Credit Agreement:

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laws of the State of New Hampshire, as Administrative Agent and as Collateral Agent.

Borrower:

BYJU's Alpha, Inc.

Form of Purchase:

Assignment

Purchase Amount / Type of Debt:

Purchase Type of Amount Debt		<u>Facility</u>	CUSIP	
	Term	Initial Term Loan	Y8800HAB6	
USD	Term	And a second		

Purchase Rate:	Initial Term Loan
Accrued Interest:	☐ Settled Without Accrued Interest ☐ Trades Flat ☐ Paid on Settlement Date
Credit Documents to be provided:	No
LSTA Standard Other Terms of Trade:	 This Transaction shall be subject to the successful completion of the purchase by Seller of the Purchase Amount of the Debt to be sold to Buyer hereunder This Transaction shall be subject to the successful completion of the sale by Buyer of the Purchase Amount of the Debt to be purchased from Seller hereunder Flip representations shall apply (election is applicable only if Seller is a Riskless Principal (i.e., the first box above has been checked), the settlement of the sale of the Purchase Amount of the Debt to Buyer from Seller occurs no later than one (1) business day after the settlement of the purchase of the Purchase Amount of the Debt by Seller from Seller's immediate prior seller(s) and the other criteria specified in Section 11 of the Standard Terms and Conditions are met) Buyer shall be the Drafting Party
Trade Specific Other Terms of Trade: Unless otherwise specified I fee for the transactions (spe accounts.	nerein, Bank of America, N.A. shall not be required to pay (in the aggregate) more than one full Agent transfer cified in this or any other Confirmation) allocated by an investment manager or advisor to multiple funds or
PLEASE SEE RIDER A A	TTACHED.

Subject To:

Negotiation, execution and delivery of reasonably acceptable contracts and instruments of transfer in accordance herewith.

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of Melinda Celaj at the following fax number (646)6904301 or by email at melinda.celaj@spglobal.com.

If you have any questions, please contact Melinda Celaj at (646)6904271.

Bank of America, N.A.

Stonehill Master Fund Ltd.

By: Stonehill Capital Management, LLC, its Investment Adviser

By:

Name:

Title:

By: Wang Mei Za

Name: Doris Lau

Title: CFO

The Bank of America Global Loans and Special Situations Sales and Trading Desk conducts its sales and trading activity from the public side of the Information Wall, and you are reminded that you should not provide the Desk with any written or electronic loan-related information unless Bank of America expressly authorizes you to do so. All written or electronic loan related information, including materials relating to loan assignments and materials distributed under any loan or credit agreement, should be sent only to Jon Barnes, Bank of America, Credit and Information Group, NC1-027-15-01, 214 North Tryon Street, Charlotte, North Carolina 28255; HYPERLINK "mailto:bas.infomanager@bankofamerica.com" bas.infomanager@bankofamerica.com; 980-386-0805 (phone); 704-409-0768 (fax). In addition, you should not orally communicate to the Desk any non-public information relating to a company or a loan unless Bank of America expressly authorizes you to do so.

Schedule 12-A

Corporate Ownership Statement for Diameter Petitioning Creditors

<u>Schedule 12-A – No Corporate Ownership Statement Required</u> <u>for Diameter Petitioning Creditors</u>

Each of the petitioning creditors identified on Schedule 12-B attached hereto (each a "<u>Diameter Petitioning Creditor</u>" and collectively, the "<u>Diameter Petitioning Creditors</u>") is a limited partnership, which is not a corporation under 11 U.S.C. § 101(9). Accordingly, the Diameter Petitioning Creditors are exempt from the requirement to file a corporate ownership statement under Federal Rule of Bankruptcy Procedure 7007.1, which is made applicable through Federal Rule of Bankruptcy Procedure 1010(b).

Schedule 12-B

Claim Detail for Diameter Petitioning Creditors

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 347 of 368

<u>Schedule 12-B</u> to Epic! Creations, Inc. Involuntary Bankruptcy Petition Claim Detail for Diameter Petitioning Creditors

		Amount of the Claim		
		Above the Value of	Corporate Entities Directly or	Has There Been a Transfer
		Any Lien*	Indirectly Owning 10% or More of	of the Claim by or to the
Name of Petitioning Creditor	Nature of Claim		Petitioning Creditor's Stock	Petitioning Creditor?
DIAMETER DISLOCATION MASTER FUND LP	Term loan holdings	\$	N/A	No
Diameter Dislocation Master Fund II LP	Term loan holdings	\$	N/A	No
DIAMETER MASTER FUND LP	Term loan holdings	\$	N/A	No

^{*} This amount represents the Petitioning Creditor's current total holdings under the Credit and Guaranty Agreement. While such claim is secured, the Petitioning Creditor agrees individually, and the Petitioning Creditors agree jointly and severally, to cap their collective secured claim at an amount that is \$18,600 less than the face amount of their collective claims.

Schedule 13-A

Corporate Ownership Statement for Ellington Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Epic! Creations, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF ELLINGTON PETITIONING CREDITORS

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, Ellington CLO III, Ltd. and Ellington Special Relative Value Fund LLC (each an "Ellington Petitioning Creditor" and collectively, the "Ellington Petitioning Creditors") hereby submit this consolidated corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against Epic! Creations, Inc. ("Epic"). Each Ellington Petitioning Creditor is a separate and distinct lender under that certain Credit and Guaranty Agreement, dated as of November 24, 2021 by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("Parent Guarantor"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent. Ellington Management Group L.L.C. is the Investment Manager of Ellington Special Relative Value Fund L.L.C. and Ellington CLO Management L.L.C. is the collateral manager of Ellington CLO III, Ltd. As set forth in Column D of Schedule 13-B attached hereto, no Ellington Petitioning Creditor has a corporate parent and no corporate entity directly or indirectly owns 10% or more of any Ellington Petitioning Creditor's equity interests.

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 350 of 368

Declaration Under Penalty of Perjury

I, the undersigned authorized representative of Ellington Management Group L.L.C., and Ellington CLO Management L.L.C. have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy petition for Epic on behalf of each Ellington Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and <u>Schedule 13-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

Dated: June 4, 2024

Name: Daniel Margolis Title: General Counsel

Company: Ellington Management Group L.L.C. and Ellington CLO Management L.L.C.

On behalf of Ellington CLO III, Ltd. and Ellington Special Relative Value Fund LLC

Schedule 13-B

Claim Detail for Ellington Petitioning Creditors

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 353 of 368

<u>Schedule 13-B</u> to Epic! Creations, Inc. Involuntary Bankruptcy Petition
Claim Detail for Ellington CLO III, Ltd. and Ellington Special Relative Value Fund LLC

		Amount of the Claim		Has There Been a
		Above the Value of Any	Corporate Entities Directly or	Transfer of the Claim
		Lien*	Indirectly Owning 10% or More	by or to the
Name of Petitioning Creditor	Nature of Claim		of Petitioning Creditor's Stock	Petitioning Creditor?
Ellington CLO III, Ltd.	Term loan holdings	\$	None	No
Ellington Special Relative Value Fund L.L.C.	Term loan holdings	rt .	None	No

^{*} This amount represents the Petitioning Creditor's current total holdings under the Credit and Guaranty Agreement. While such claim is secured, the Petitioning Creditor agrees individually, and the Petitioning Creditors agree jointly and severally, to cap their collective secured claim at an amount that is \$18,600 less than the face amount of their collective claims.

Schedule 14-A

Corporate Ownership Statement for GLAS Trust Company LLC

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11
Epic! Creations, Inc.		Case No. 24 (
	Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF GLAS TRUST COMPANY LLC

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent under the Credit Agreement (defined below) (the "Petitioning Agent Creditor"), hereby submits this corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against Epic! Creations, Inc. ("Epic"). The Petitioning Agent Creditor, as administrative agent and collateral agent under the Credit Agreement, possesses a separate and distinct right to enforce and pursue the claims of individual lenders, at the direction of the required lenders, under that certain Credit and Guaranty Agreement (the "Credit Agreement"), dated as of November 24, 2021 by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("Parent Guarantor"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and Petitioning Agent Creditor, as administrative agent and as collateral agent. The below list identifies the Petitioning Agent Creditor's corporate parent and those corporate entities that directly or indirectly own 10% or more of the Petitioning Agent Creditor's equity interests:

1. GLAS USA LLC (parent) holds 100% of the Petitioning Agent Creditor's equity interests;

- 2. Global Loan Agency Services Limited holds 100% of GLAS USA LLC's equity interests;
- 3. GLAS Holdings Limited holds 100% of Global Loan Agency Services Limited's equity interests;
 - 4. Unicorn Bidco Limited holds 100% of GLAS Holdings Limited's equity interests;
 - 5. Unicorn Midco 2 Limited holds 100% of Unicorn BidCo Limited's equity interests;
- 6. Unicorn Midco 1 Limited holds 100% of Unicorn Midco 2 Limited's equity interests;
- 7. Unicorn Topco Limited holds 100% of Unicorn Midco 1 Limited's equity interests; and
- 8. Levine Leichtman Capital Partners Europe II SCSp holds 36.6% of Unicorn Topco Limited's equity interests.

Declaration Under Penalty of Perjury

I, the undersigned authorized representative of the Petitioning Agent Creditor, have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy petition for Epic on behalf of the Petitioning Agent Creditor, in its capacity as administrative agent and collateral agent under the Credit Agreement. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

Dated: June 4, 2024

/s/ Katie Fischer

Name: Katie Fischer

Title: Transaction Manager – Vice

President

Company: GLAS Trust Company LLC

On behalf of the Petitioning Agent Creditor, in its capacity as administrative agent and collateral agent

Schedule 15-A

Corporate Ownership Statement for Continental Casualty Company

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Epic! Creations, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF CONTINENTAL CASUALTY <u>COMPANY</u>

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, Continental Casualty Company (the "CCC Petitioning Creditor") hereby submits this corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against Epic! Creations, Inc. ("Epic"). The CCC Petitioning Creditor is a lender under that certain Credit and Guaranty Agreement, dated as of November 24, 2021 by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("Parent Guarantor"), certain subsidiaries of the Parent Guarantor (including, but not limited to, Epic), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent. As set forth in Column D of Schedule 15-B attached hereto, the CCC Petitioning Creditor is a wholly owned subsidiary of The Continental Corporation, which is a wholly owned subsidiary of CNA Financial Corporation, a publicly traded company. Loews Corporation, a publicly traded company, owns approximately 92% of CNA Financial Corporation.

Declaration Under Penalty of Perjury

I, the undersigned authorized representative of Continental Casualty Company, have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy petition for Epic on behalf of the CCC Petitioning Creditor. I declare under penalty of perjury that

I have reviewed this Corporate Ownership Statement and <u>Schedule 15-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 362 of 368

Dated: June 4, 2024

Name: Amy C. Adams

Title: Senior Vice President & Treasurer Company: Continental Casualty Company

On behalf of Continental Casualty Company



Schedule 15-B

Claim Detail for Continental Casualty Company

Case 24-11161-BLS Doc 1 Filed 06/04/24 Page 364 of 368

<u>Schedule 15-B</u> to Epic! Creations, Inc. Involuntary Bankruptcy Petition Claim Detail for Continental Casualty Company

		Amount of the Claim Above the	Corporate Entities <u>Directly or Indirectly</u>	Has There Been a Transfer of
		Value of Any Lien*	Owning 10% or More of Petitioning	the Claim by or to the
Name of Petitioning Creditor	Nature of Claim		Creditor's Stock	Petitioning Creditor?
			Continental Casualty Company is a wholly	
			owned subsidiary of The Continental	
			Corporation, which is a wholly owned	
			subsidiary of CNA Financial Corporation, a	
			publicly traded company.	
			Loews Corporation, a publicly traded	
			company, owns approximately 92% of CNA	
Continental Casualty Company	Term loan holdings	\$	Financial Corporation.	No

^{*} This amount represents the Petitioning Creditor's current total holdings under the Credit and Guaranty Agreement. While such claim is secured, the Petitioning Creditor agrees individually, and the Petitioning Creditors agree jointly and severally, to cap their collective secured claim at an amount that is \$18,600 less than the face amount of their collective claims.

Schedule 16-A

Corporate Ownership Statement for India Credit Solutions, L.P.

<u>Schedule 16-A – No Corporate Ownership Statement Required</u> <u>for India Credit Solutions, L.P.</u>

India Credit Solutions, L.P. is a limited partnership, which is not a corporation under 11 U.S.C. § 101(9). Accordingly, India Credit Solutions, L.P. is exempt from the requirement to file a corporate ownership statement under Federal Rule of Bankruptcy Procedure 7007.1, which is made applicable through Federal Rule of Bankruptcy Procedure 1010(b).

Schedule 16-B

Claim Detail for India Credit Solutions, L.P.

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<u>Schedule 16-B</u> to Epic! Creations, Inc. Involuntary Bankruptcy Petition Claim Detail for India Credit Solutions, L.P.

		Amount of the Claim			Has There Been a
		Above the Value of Any		Corporate Entities Directly or	Transfer of the Claim by
		Lien		Indirectly Owning 10% or More	or to the Petitioning
Name of Varde Petitioning Creditor	Nature of Claim			of Petitioning Creditor's Stock	Creditor?
India Credit Solutions, L.P.	Term loan holdings	\$		N/A - limited partnership	No

^{*} This amount represents the Petitioning Creditor's current total holdings under the Credit and Guaranty Agreement. While such claim is secured, the Petitioning Creditor agrees individually, and the Petitioning Creditors agree jointly and severally, to cap their collective secured claim at an amount that is \$18,600 less than the face amount of their collective claims.