

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of Delaware
(State)

Case number (if known): _____ Chapter 11

☐ Check if this is an amended filing

Official Form 205

Involuntary Petition Against a Non-Individual

12/15

Use this form to begin a bankruptcy case against a non-individual you allege to be a debtor subject to an involuntary case. If you want to begin a case against an individual, use the *Involuntary Petition Against an Individual* (Official Form 105). Be as complete and accurate as possible. If more space is needed, attach any additional sheets to this form. On the top of any additional pages, write debtor's name and case number (if known).

Part 1: Identify the Chapter of the Bankruptcy Code Under Which Petition Is Filed

1. Chapter of the Bankruptcy Code

Check one:

☐ Chapter 7

☒ Chapter 11

Part 2: Identify the Debtor

2. Debtor's name Tangible Play, Inc.

3. Other names you know the debtor has used in the last 8 years

d/b/a Osmo

Include any assumed names, trade names, or doing business as names.

4. Debtor's federal Employer Identification Number (EIN)

☐ Unknown

4 6 - 1 7 1 9 3 3 1
EIN

5. Debtor's address

Principal place of business

228 Hamilton Avenue,
Number Street

Floor 3

Palo Alto CA 94301
City State ZIP Code

Santa Clara
County

Mailing address, if different

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street



Debtor Tangible Play, Inc.

Name

Case number (if known) _____

6. Debtor's website (URL)

https://www.playosmo.com

7. Type of debtor

- ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ☐ Other type of debtor. Specify: _____

8. Type of debtor's business

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. To the best of your knowledge, are any bankruptcy cases pending by or against any partner or affiliate of this debtor?

☐ No

☒ Yes. Debtor BYJU's Alpha, Inc. Relationship Former Affiliate

District Delaware Date filed 02/01/2024 Case number, if known 24-10140 (JTD)

MM / DD / YYYY

Debtor _____ Relationship _____

District _____ Date filed _____ Case number, if known _____

MM / DD / YYYY

*Tangible Play, Inc. was an affiliate of BYJU's Alpha, Inc. until March 3, 2023 when GLAS Trust Company LLC, one of the Petitioning Creditors, took control of BYJU's Alpha, Inc., whose case is being administered in the case captioned *In re: BYJU's Alpha, Inc.*, Case No. 24-10140 (JTD). The Petitioning Creditors check this box 9 to disclose the former affiliation to BYJU's Alpha, Inc.

Part 3:

Report About the Case

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. Allegations

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. Has there been a transfer of any claim against the debtor by or to any petitioner?

☐ No

☒ Yes. Attach all documents that evidence the transfer and any statements required under Bankruptcy Rule 1003(a).

Debtor Tangible Play, 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 lienSee Schedule 1 -B annexed 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.

I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**Name and mailing address of petitioner**

HPS Investment Partners, LLC on behalf of the
Name HPS Petitioning Creditors identified on Schedule 1-B
40 West 57th Street, Floor 33
Number Street
New York NY 10019
City State ZIP Code

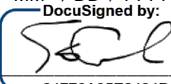
Name and mailing address of petitioner's representative, if any
Scott Crocombe

Name
40 West 57th Street, Floor 33
Number Street
New York NY 10019
City State ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/21/2024
MM / DD / YYYY
DocuSigned by:

x



Managing Director

Signature of petitioner or representative, including representative's title

Attorneys

G. David Dean
Printed name

Cole Schotz P.C.
Firm name, if any

500 Delaware Avenue, Suite 1410
Number Street

Wilmington DE 19801
City State ZIP Code

Contact phone (302) 652-3131 Email ddean@coleschotz.com

Bar number No. 6403

State Delaware

x /s/ G. David Dean

Signature of attorney

06/04/2024
Date signed
MM / DD / YYYY

Debtor Tangible Play, Inc.
Name

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 lienSee Schedule 2-B annexed 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.

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I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**Name and mailing address of petitioner**TBK Bank, SSB

Name

12700 Park Central Drive, Ste 1700

Number Street

Dallas

City

TX

State

75251

ZIP Code

Name and mailing address of petitioner's representative, if anyAdam Nelson, EVP, General Counsel & Corporate Secretary

Name

12700 Park Central Drive, Ste 1700

Number Street

Dallas

City

TX

State

75271

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/22/2024

MM / DD / YYYY

DocuSigned by:



Signature of petitioner or representative, including representative's title

AttorneysG. David Dean

Printed name

Cole Schotz P.C.

Firm name, if any

500 Delaware Avenue, Suite 1410

Number Street

Wilmington


City

DE

State

19801

ZIP Code

Contact phone (302) 652-3131 Email ddean@coleschotz.comBar number No. 6403State Delaware
 /s/ G. David Dean

Signature of attorney

Date signed 06/04/2024

MM / DD / YYYY

Debtor Tangible Play, 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 hereto - claim detail for Redwood 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.

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I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**Name and mailing address of petitioner**

Redwood Capital Management, LLC

on behalf of the

Name Redwood Petitioning Creditors identified on Schedule 3-B
250 West 55th Street, 26th Floor

Number Street

New York

NY

10019

City

State

ZIP Code

Name and mailing address of petitioner's representative, if any

Ruben Kliksberg

Name

250 West 55th Street, 25th Floor

Number Street

New York

NY

10019

City

State

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

05/20/2024

Executed on

MM / DD / YYYY

x 

CEO

Signature of petitioner or representative, including representative's title

Attorneys

G. David Dean

Printed name

Cole Schotz P.C.

Firm name, if any

500 Delaware Avenue, Suite 1410

Number Street

Wilmington

City

DE

State

19801

ZIP Code

Contact phone (302) 652-3131 Email ddean@coleschotz.com

Bar number No. 6403

State Delaware

x /s/ G. David Dean

Signature of attorney

Date signed 06/04/2024

MM / DD / YYYY

Debtor Tangible Play, Inc.
Name

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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I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**Name and mailing address of petitioner**

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

Name

9 West 57th Street, 32nd Floor

Number Street

New York

City

NY

State

10019

ZIP Code

Name and mailing address of petitioner's representative, if any

Mark Basile, President

Name

9 West 57th Street, 32nd Floor

Number Street

New York

City

NY

State

10019

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/29/2024
MM / DD / YYYY

x

Signature of petitioner or representative, including representative's title

Attorneys

G. David Dean

Printed name

Cole Schotz P.C.

Firm name, if any

500 Delaware Avenue, Suite 1410

Number Street

Wilmington

City

DE

State

19801

ZIP Code

Contact phone (302) 652-3131 Email ddean@coleschotz.comBar number No. 6403State Delaware

x

/s/ G. David Dean

Signature of attorney

Date signed 06/04/2024
MM / DD / YYYY

Debtor Tangible Play, 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 Schedule 5-B annexed hereto - 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.

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I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**Name and mailing address of petitioner**

HGV BL SPV, LLC

Name

330 Madison Avenue, 21st FL

Number Street

New York

NY

10017

City

State

ZIP Code

Name and mailing address of petitioner's representative, if any

Mandy Lam

Name

330 Madison Avenue, 21st FL

Number Street

New York

NY

10017

City

State

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/03/2024

MM / DD / YYYY
DocuSigned by:

X



General Counsel

Signature of petitioner or representative, including representative's title

Attorneys

G. David Dean

Printed name

Cole Schotz P.C.

Firm name, if any

500 Delaware Avenue, Suite 1410

Number Street

Wilmington

DE

19801

City

State

ZIP Code

Contact phone (302) 652-3131 Email ddean@coleschotz.com

Bar number No. 6403

State Delaware

X/s/ G. David Dean

Signature of attorney

Date signed 06/04/2024

MM / DD / YYYY

Debtor Tangible Play, Inc.
Name

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 - claim 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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I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**Name and mailing address of petitioner**

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

520 Madison Avenue, 30th Floor

Number Street

New York

NY

10022

City

State

ZIP Code

Name and mailing address of petitioner's representative, if any

Shulamit Leviant

Name

520 Madison Avenue, 30th Floor

Number Street

New York

NY

10022

City

State

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2024

MM / DD / YYYY

DocuSigned by:

x Shulamit Leviant

Authorized Signatory

6DB11BFC533747E...

Signature of petitioner or representative, including representative's title

Attorneys

G. David Dean

Printed name

Cole Schotz P.C.

Firm name, if any

500 Delaware Avenue, Suite 1410

Number Street

Wilmington

DE

19801

City

State

ZIP Code

Contact phone (302) 652-3131 Email ddean@coleschotz.com

Bar number No. 6403

State Delaware

x /s/ G. David Dean

Signature of attorney

Date signed 06/04/2024

MM / DD / YYYY

Debtor Tangible Play, 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 8-B annexed hereto - claim detail for Silver Point 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.

I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**Name and mailing address of petitioner**

Silver Point Capital, L.P. _____ on behalf of the
Name Silver Point Petitioning Creditors identified on Schedule 8-B

2 Greenwich Plaza
Number Street

Greenwich, CT 06830
City State ZIP Code

Name and mailing address of petitioner's representative, if any

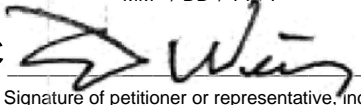
Steven Weiser
Name

2 Greenwich Plaza
Number Street

Greenwich, CT 06830
City State ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/15/2024
MM / DD / YYYY

x  Authorized Signatory
Signature of petitioner or representative, including representative's title

Attorneys

G. David Dean
Printed name

Cole Schotz P.C.
Firm name, if any

500 Delaware Avenue, Suite 1410
Number Street

Wilmington DE 19801
City State ZIP Code

Contact phone (302) 652-3131 Email ddean@coleschotz.com

Bar number No. 6403

State Delaware

u /s/ G. David Dean
Signature of attorney

Date signed 06/04/2024
MM / DD / YYYY

Debtor Tangible Play, 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 Schedule 9-B annexed hereto - claim detail for Shawnee 2022-1 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.

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I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**Name and mailing address of petitioner**Shawnee 2022-1 LLC

Name

850 Library Avenue, Suite 204

Number Street

Newark DE 19711

City

State

ZIP Code

Name and mailing address of petitioner's representative, if anyDonald J. Puglisi, Puglisi & Associates

Name

850 Library Avenue, Suite 204

Number Street

Newark DE 19711

City

State

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2024

MM / DD / YYYY

DocuSigned by:

 Donald J. Puglisi sole member and a manager

Signature of petitioner or representative, including representative's title

AttorneysG. David Dean

Printed name

Cole Schotz P.C.

Firm name, if any

500 Delaware Avenue, Suite 1410

Number Street

Wilmington

City


DE

State

19801

ZIP Code

Contact phone (302) 652-3131 Email ddean@coleschotz.comBar number No. 6403State Delaware

 /s/ G. David Dean

Signature of attorney

Date signed 06/04/2024

MM / DD / YYYY

Tangible Play, Inc.

Debtor

Name

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

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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.

I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**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

City

CA

State

94010

ZIP Code

Name and mailing address of petitioner's representative, if any

Charlene Nyberg, CFO

Name

1350 Bayshore Hwy, Ste 905

Number Street

Burlingame

City

CA

State

94010

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2024

MM / DD / YYYY

x

Signature of petitioner or representative, including representative's title

Attorneys

G. David Dean

Printed name

Cole Schotz P.C.

Firm name, if any

500 Delaware Avenue, Suite 1410

Number Street

Wilmington

City

DE

State

19801

ZIP Code

Contact phone (302) 652-3131 Email ddean@coleschotz.com

Bar number No. 6403

State Delaware

/s/ G. David Dean

x

Signature of attorney

06/04/2024

Date signed

MM / DD / YYYY

Debtor Tangible Play, Inc.
Name

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 11-B annexed hereto - claim 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.

I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**Name and mailing address of petitioner**

Stonehill Capital Management LLC, on behalf of the
Stonehill Petitioning Creditors identified on Schedule 11-B attached hereto

320 Park Ave., 26th Floor

Number Street

New York

City

NY

State

10022

ZIP Code

Name and mailing address of petitioner's representative, if any

Paul D. Malek, Authorized Signatory
Name

320 Park Ave., 26th Floor

Number Street

New York

City

NY

State

10022

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2024

MM / DD / YYYY
DocuSigned by:



C2D41A92660E46F
Signature of petitioner or representative, including representative's title

Attorneys

G. David Dean

Printed name

Cole Schotz P.C.

Firm name, if any

500 Delaware Avenue, Suite 1410

Number Street

Wilmington

City

DE

State


19801

ZIP Code

Contact phone (302) 652-3131 Email ddean@coleschotz.com

Bar number No. 6403

State Delaware

 /s/ G. David Dean

Signature of attorney

06/04/2024

Date signed

MM / DD / YYYY

Debtor Tangible Play, Inc.
Name

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 lienSee Schedule 12-B annexed hereto - 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.

I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**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

New York

City

NY

State

10001

ZIP Code

Name and mailing address of petitioner's representative, if anyShailini Rao, Co-Chief Operating Officer & General Counsel

Name

55 Hudson Yards, Suite 29B

Number Street

New York

City

NY

State

10001

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2024
MM / DD / YYYY

X



Signature of petitioner or representative, including representative's title

AttorneysG. David Dean

Printed name

Cole Schotz P.C.

Firm name, if any

500 Delaware Avenue, Suite 1410

Number Street

Wilmington

City

DE

State

19801

ZIP Code

Contact phone (302) 652-3131 Email ddean@coleschotz.comBar number No. 6403State DelawareX /s/ G. David Dean

Signature of attorney

Date signed 06/04/2024
MM / DD / YYYY

Debtor Tangible Play, 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 Schedule 13-B annexed hereto - claim detail for Ellington 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.

I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**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

_Old Greenwich CT 06880 _____
City State ZIP Code

Name and mailing address of petitioner's representative, if any

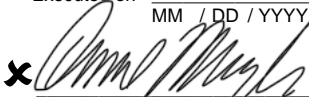
_Daniel Margolis
Name

_53 Forest Avenue _____
Number Street

_Old Greenwich CT 06880 _____
City State ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/02/2024
MM / DD / YYYY



Signature of petitioner or representative, including representative's title

**Daniel Margolis, General Counsel of
Petitioners' managers**

Attorneys

G. David Dean

Printed name

Cole Schotz P.C.

Firm name, if any

500 Delaware Avenue, Suite 1410

Number Street

Wilmington DE 19801
City State ZIP Code

Contact phone (302) 652-3131 Email ddean@coleschotz.com

Bar number No. 6403

State Delaware

/s/ G. David Dean



Signature of attorney

Date signed 06/04/2024
MM / DD / YYYY

Debtor Tangible Play, Inc.
Name

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

GLAS Trust Company LLC, in its capacity as administrative and collateral agent

outstanding principal under term loan

\$ 1,189,513,684.78*

\$ _____

\$ _____

*This amount represents the total principal term loans outstanding under the Credit and Guaranty Agreement. While such claim is secured, GLAS Trust Company LLC agrees individually, and the other 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.

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.

I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**Name and mailing address of petitioner**

GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent

Name

3 Second Street, Suite 206

Number Street

Jersey City

City

NJ

State

07311

ZIP Code

Name and mailing address of petitioner's representative, if any

Katie Fischer, GLAS Trust Company LLC, Transaction Manager - Vice President

Name

3 Second Street, Suite 206

Number Street

Jersey City

City

NJ

State

07311

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06 / 04 / 2024

MM / DD / YYYY

X /s/ Katie Fischer

Signature of petitioner or representative, including representative's title

Attorneys

Laura Davis Jones

Printed name

Pachulski Stang Ziehl & Jones LLP

Firm name, if any

919 North Market Street, 17th Floor

Number Street

Wilmington

City

DE

State

19801

ZIP Code

Contact phone 302-652-4100

Email ljones@pszjlaw.com

Bar number 2436

State DE

X /s/ Laura Davis Jones

Signature of attorney

Date signed 06/04/2024

MM / DD / YYYY

Debtor Tangible Play, Inc.
Name

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 15-B attached hereto - claim 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.

I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**Name and mailing address of petitioner**Continental Casualty Company
Name151 North Franklin Street, 15th Floor
Number StreetChicago IL 60606
City State ZIP Code**Name and mailing address of petitioner's representative, if any**Amy C. Adams
Name151 North Franklin Street
Number StreetChicago IL 60606
City State ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2024
MM / DD / YYYY

Senior Vice President
& Treasurer

Signature of petitioner or representative, including representative's title

AttorneysG. David Dean
Printed nameCole Schotz P.C.
Firm name, if any500 Delaware Avenue, Suite 1410
Number StreetWilimington DE 19801
City State ZIP Code

Contact phone 302.652.3131 Email DDean@coleschotz.com

No. 6403
Bar numberDE
State

X /s/ G. David Dean

Signature of attorney

Date signed 06/04/2024
MM / DD / YYYY

Debtor Tangible Play, Inc.
Name

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 lienSee Schedule 16-B annexed hereto - 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.

I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative**Name and mailing address of petitioner**India Credit Solutions, L.P.

Name

190 Elgin Avenue

Number Street

George Town

City

Grand Cayman KY1-9008

State

ZIP Code

Name and mailing address of petitioner's representative, if anyMatthew Mach

Name

901 Marquette Avenue S., Suite 3300

Number Street

Minneapolis

City

MN

State

55402

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/04/2024

MM / DD / YYYY

X

Authorized Signatory

Signature of petitioner or representative, including representative's title

AttorneysG. David Dean

Printed name

Cole Schotz P.C.

Firm name, if any

500 Delaware Avenue, Suite 1410

Number Street

Wilmington

City

Delaware

State

19801

ZIP Code

Contact phone (302) 652-3131 Email ddean@coleschotz.comBar number No. 6403State Delaware**X** /s/ G. David Dean

Signature of attorney

Date signed 06/04/2024

MM / DD / YYYY

Table of Contents for Tangible Play, Inc. Involuntary Petition

Petitioning Creditor Group	Schedules
1. HPS Petitioning Creditors: <ul style="list-style-type: none"> 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 6-2015, 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 	<ul style="list-style-type: none"> 1. Schedule 1-A: Corporate Ownership Statement 2. Schedule 1-B: Claim Detail 3. Schedule 1-C: FRBP 1003(a) Declaration <ul style="list-style-type: none"> a. Exhibit A – Claim Transfer Support
2. TBK Bank, SSB	<ul style="list-style-type: none"> 1. Schedule 2-A: Corporate Ownership Statement 2. Schedule 2-B: Claim Detail
3. Redwood Petitioning Creditors: <ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 1. Schedule 3-A: Corporate Ownership Statement 2. Schedule 3-B: Claim Detail 3. Schedule 3-C: FRBP 1003(a) Declaration <ul style="list-style-type: none"> a. Exhibit A – Claim Transfer Support
4. Veritas Petitioning Creditors: <ul style="list-style-type: none"> a. Veritas Capital Credit Opportunities Fund II SPV, L.L.C. b. Veritas Capital Credit Opportunities Fund SPV, L.L.C. 	<ul style="list-style-type: none"> 1. Schedule 4-A: Corporate Ownership Statement 2. Schedule 4-B: Claim Detail
5. HGV BL LSPV, LLC	<ul style="list-style-type: none"> 1. Schedule 5-A: Corporate Ownership Statement 2. Schedule 5-B: Claim Detail 3. Schedule 5-C: FRBP 1003(a) Declaration

Table of Contents for Tangible Play, 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: a. SPCP Group, LLC b. SPCP Institutional Group LLC	1. Schedule 8-A: Corporate Ownership Statement 2. Schedule 8-B: Claim Detail 3. Schedule 8-C: FRBP 1003(a) Declaration a. Exhibit A – Claim Transfer 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 Support
10. Sentinel Dome Petitioning Creditors: a. NPB Manager Fund, SPC on behalf of and for the account of Segregated Portfolio 103 b. SDP Flagship Master Fund LP	1. Schedule 10-A: Corporate Ownership Statement 2. Schedule 10-B: Claim Detail
11. Stonehill Petitioning Creditors: a. Stonehill Master Fund Ltd. b. Stonehill Institutional Partners, L.P.	1. Schedule 11-A: Corporate Ownership Statement 2. Schedule 11-B: Claim Detail 3. Schedule 11-C: FRBP 1003(a) Declaration a. Exhibit A – Claim Transfer Support
12. Diameter Petitioning Creditors: a. Diameter Dislocation Master Fund LP	1. Schedule 12-A: N/A ² 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.

Table of Contents for Tangible Play, Inc. Involuntary Petition

Petitioning Creditor Group	Schedules
b. Diameter Dislocation Master Fund II LP c. Diameter Master Fund LP	3. Schedule 12-C: FRBP 1003(a) Declaration a. Exhibit A – Claim Transfer Support
13. Ellington Petitioning Creditors: a. Ellington CLO III, Ltd. b. Ellington Special Relative Value Fund L.L.C.	1. Schedule 13-A: Corporate Ownership Statement 2. Schedule 13-B: Claim Detail
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:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

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 Tangible Play, Inc. (“Tangible Play”). 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, Tangible Play), 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.

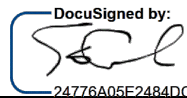
Declaration Under Penalty of Perjury

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 Tangible Play on behalf of each HPS Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and **Schedule 1-B** 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 21, 2024

DocuSigned by:

24776A05E2484DC

Name: Scott Crocombe
Title: Managing Director
Company: HPS Investment Partners, LLC

*On behalf of each HPS Petitioning Creditor
identified on Schedule 1-B attached hereto*

Schedule 1-B

Claim Detail for HPS Petitioning Creditors

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

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (___)

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 Tangible Play, Inc. (“Tangible Play”). 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, Tangible Play), 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.

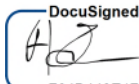
Declaration Under Penalty of Perjury

I, the undersigned authorized representative of Triumph Financial, have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy petition for Tangible Play 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 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 23, 2024

DocuSigned by:

764B449E17954A1

Name: Adam Nelson
Title: EVP, General Counsel &
Corporate Secretary
Company: Triumph Financial

On behalf of TBK Bank, SSB

Schedule 2-B

Claim Detail for TBK Petitioning Creditors

Schedule 2-B to Tangible Play, Inc. Involuntary Bankruptcy Petition
Claim Detail for TBK Bank, SSB

Name of Petitioning Creditor	Nature of Claim	Amount of the Claim Above the Value of Any Lien*	Corporate Entities <u>Directly or 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?
TBK Bank, SSB	Term loan holdings	\$ [REDACTED]	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:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

**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 Tangible Play, Inc. (“Tangible Play”). 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, Tangible Play), 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

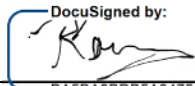
I, the undersigned authorized representative of Redwood Capital Management, LLC, have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy

petition for Tangible Play on behalf of each Redwood Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and **Schedule 3-B** 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 24, 2024

DocuSigned by:



BA5BA9BDB5A9475

Name: Ruben Kilksberg

Title: CEO

Company: Redwood Capital Management, LLC

*On behalf of each Redwood Petitioning Creditor
identified on Schedule 3-B attached hereto*

Schedule 3-B

Claim Detail for Redwood Petitioning Creditors

Schedule 3-B to Tangible Play, 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 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	\$ [REDACTED]	NA	Yes
Blue Hiawatha LLC	Term loan holdings	\$ [REDACTED]	100% owned by Redwood Master Fund, Ltd.	Yes
Redwood Drawdown Master Fund III, LP.	Term loan holdings	\$ [REDACTED]	NA	Yes
Redwood Master Fund, Ltd	Term loan holdings	\$ [REDACTED]	Redwood Offshore Fund, Ltd. is a >10% corporated owner	Yes
REDWOOD OPPORTUNITY MASTER FUND, LTD	Term loan holdings	\$ [REDACTED]	Redwood Opportunity Offshore Fund, Ltd. is a >10% corporate owner	Yes
White Granite LLC	Term loan holdings	\$ [REDACTED]	Redwood Master Fund, Ltd. and Redwood Opportunity Master Fund, Ltd. are each >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:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

**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 Tangible Play, Inc. (“Tangible Play”). 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 Tangible Play. 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 (“Redwood”). Each Redwood Petitioning Creditor is an investment fund 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 Schedules 3-A and 3-B attached to the involuntary petition filed against Tangible Play, each Redwood Petitioning Creditor holds a claim against

Tangible Play 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, Tangible Play), 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.

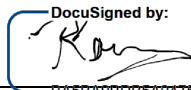
6. Each Redwood Petitioning Creditor either (i) acquired its claim on the open market for investment purposes or (ii) acquired its claim from another Redwood-managed fund, who in turn acquired the claim on the open market for investment purposes.

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.

Dated: May 24, 2024

DocuSigned by:



6A5BA9BD85A9473...

Name: Ruben Kliksberg
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.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Joelle Gavlick***Phone No.:** [REDACTED]**Fax No.:** *0***Email:** [REDACTED]**Address:** [REDACTED]**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.

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

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

Purchase Rate: [REDACTED] 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.

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.

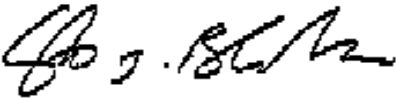
Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Collin Wirth at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Collin Wirth at [REDACTED]

JPMorgan Chase Bank, N.A.

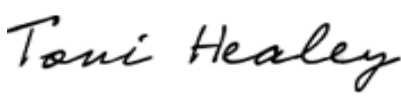
Blue Hiawatha LLC

By: REDWOOD CAPITAL MANAGEMENT,LLC, its
Investment Manager

By: 

Name: Steven Blacker

Title: Authorized Signatory

By: 

Name: Toni Healey

Title: Chief Financial Officer

Blue Hiawatha - BYJU Claim Transfer Supporting Documents

Deutsche Bank



LMA TRADE CONFIRMATION (BANK DEBT)

To: Blue Hiawatha LLC

Date: _____ September 2023

Attention: Andy Sullivan

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par and Distressed Trade Transactions (Bank Debt/Claims) of the Loan Market Association ("LMA") as in effect on the Trade Date, which are incorporated in this Confirmation.

- | | |
|---|--|
| <p>1. Type of transaction:</p> <p><input checked="" type="checkbox"/> Par trade transaction</p> <p><input type="checkbox"/> Distressed trade transaction</p> <p>2. Credit Agreement Details:</p> <p>Borrower(s): Byju's Alpha Inc.</p> <p>Agent Bank: GLAS Trust Company LLC</p> <p>Date: 24 November 2021 as amended and/or restated from time to time, including by Amendment No.8 to Credit Agreement dated as of 12 January 2023</p> <p>Total Facility Amount:</p> <p>\$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)</p> <p>Additional Information:
The Credit Agreement is secured by the Liens (as defined in the Credit Agreement).</p> <p>3. Trade Date: 30 May 2023</p> <p>4. Settlement Date: As soon as reasonably practicable</p> <p>5. Seller: Deutsche Bank AG, London Branch</p> <p>As <input checked="" type="checkbox"/> principal</p> <p>6. Buyer: Blue Hiawatha LLC</p> <p>As <input checked="" type="checkbox"/> principal</p> <p>7. Details of Traded Portion:</p> <p>Name of Tranche/Facility:
Initial Term Loan</p> <p>Nature (Revolving, Term, Acceptances, Guarantee, Letter of Credit, Other):
Term</p> <p>Traded Portion of Commitment:
US\$7,719,800.00</p> | <p>8. Pricing:</p> <p>Purchase Rate: _____%</p> <p>9. Accrued Interest (other than PIK Interest):</p> <p><input type="checkbox"/> Settled Without Accrued Interest</p> <p><input type="checkbox"/> Paid on Settlement Date</p> <p><input type="checkbox"/> Paid on Settlement Date and Discounted from next roll-over date</p> <p><input checked="" type="checkbox"/> Trades Flat, save as modified by Section 13 (<i>Other Terms of Trade</i>) below.</p> <p>10. Form of Purchase:</p> <p><input checked="" type="checkbox"/> Legal Transfer by Assignment and Assumption (as defined in the Credit Agreement) in form prescribed by the Credit Agreement</p> <p><input type="checkbox"/> Legal Transfer only</p> <p><input type="checkbox"/> Funded Participation using LMA standard form of Funded Participation Agreement (par/distressed)</p> <p><input checked="" type="checkbox"/> If this transaction settles by Funded Participation, the Participation Agreement will grant:</p> <p style="margin-left: 40px;">- Voting rights</p> <p style="margin-left: 120px;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">- Information rights:</p> <p style="margin-left: 120px;"><input checked="" type="checkbox"/> Yes (subject to the Buyer executing confidentiality agreement as per Seller's request and the terms of the Credit Agreement)</p> <p style="margin-left: 40px;">- Collateral for Undrawn commitment:</p> |
|---|--|

Confidential

☐ Yes ☒ 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:**

☒ 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.

☒ **Consent and regulatory 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 [REDACTED]

SELLER

Contact Person: Suresh Ganesan / Ben Tsang /
Jessie Liu / Gautam Prasad

Fax No.: [REDACTED]

E-mail: [REDACTED]

[REDACTED]

Phone No.: [REDACTED]

LEI: 7LTWFZYICNSX8D621K86

BUYER

Contact Person: Andy Sullivan

E-mail: [REDACTED]

Phone No.: [REDACTED]

DEUTSCHE BANK AG, LONDON BRANCH

By:



Name:

Ben Tsang
Director

Title:

Date:

BLUE HIAWATHA LLC.

By: Toni Healey

Name: Toni Healey

Title: Authorized Signatory

By:



Name:

Jessie Liu
Director

Title:

Date:

Deutsche Bank

LMA TRADE CONFIRMATION (BANK DEBT)



To: Blue Hiawatha LLC.

Date: _____ September 2023

Attention: Andy Sullivan

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par and Distressed Trade Transactions (Bank Debt/Claims) of the Loan Market Association ("LMA") as in effect on the Trade Date, which are incorporated in this Confirmation.

1. Type of transaction:

- ☒ Par trade transaction
- ☐ Distressed trade transaction

2. Credit Agreement Details:

Borrower(s): Byju's Alpha Inc.

Agent Bank: GLAS Trust Company LLC

Date: 24 November 2021 as amended and/or restated from time to time, including by Amendment No.8 to Credit Agreement dated as of 12 January 2023

Total Facility Amount:

\$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)

Additional Information:
The Credit Agreement is secured by the Liens (as defined in the Credit Agreement).

3. Trade Date: 31 May 2023**4. Settlement Date:** As soon as reasonably practicable**5. Seller:** Deutsche Bank AG, London BranchAs ☒ principal**6. Buyer:** Blue Hiawatha LLC.As ☒ principal**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\$2,709,700.00

Pricing:

Purchase Rate: _____%

8. Accrued Interest (other than PIK Interest):

- ☐ Settled Without Accrued Interest
- ☐ Paid on Settlement Date
- ☐ Paid on Settlement Date and Discounted from next roll-over date
- ☒ Trades Flat, save as modified by Section 13 (*Other Terms of Trade*) below.

9. Form of Purchase:

- ☒ Legal Transfer by Assignment and Assumption (as defined in the Credit Agreement) in form prescribed by the Credit Agreement
- ☐ Legal Transfer only
- ☐ Funded Participation using LMA standard form of Funded Participation Agreement (par/distressed)
- ☒ If this transaction settles by Funded Participation, the Participation Agreement will grant:

- Voting rights

☒ Yes ☐ No

- Information rights:

☒ Yes (subject to the Buyer executing confidentiality agreement as per Seller's request and the terms of the Credit Agreement)

- Collateral for Undrawn commitment:

Confidential

☐ Yes ☒ No10. **Transaction Documentation:**To be prepared by: ☒ Seller☐ Buyer11. **Credit Documentation to be provided by Seller :**☐ Yes ☒ No12. **Process Agents:**Buyer: ☐ Yes ☒ NoSeller: ☐ Yes ☒ No13. **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.

☒ **Consent and regulatory 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 the persons listed below. For audit confirmations, please send requests by email to [REDACTED]

Confidential

- 2 -

SELLER

Contact Person: Suresh Ganesan / Ben Tsang /
Jessie Liu / Gautam Prasad

Fax No.: [REDACTED]

E-mail: [REDACTED]
[REDACTED]

Phone No.: [REDACTED]

LEI: 7LTWFZYICNSX8D621K86

BUYER

Contact Person: Andy Sullivan

E-mail: [REDACTED]

Phone No.: [REDACTED]

DEUTSCHE BANK AG, LONDON BRANCH

By:

Name:

Title:

Date:


Ben Tsang
Director

BLUE HIAWATHA LLC.

By: *Toni Healey*

Name: Toni Healey

Title: Authorized Signatory

Date: 09/15/2023

By:

Name:

Title:

Date:


Jessie Liu
Director

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.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Joelle Gavlick***Phone No.:** [REDACTED]**Fax No.:** *0***Email:** [REDACTED]**Address:** [REDACTED]**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.

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

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

Purchase Rate: [REDACTED] 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.

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.

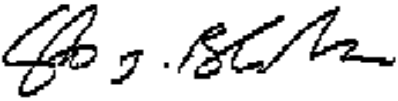
Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Collin Wirth at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Collin Wirth at [REDACTED]

JPMorgan Chase Bank, N.A.

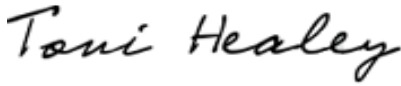
Blue Hiawatha DD3 LLC

By: REDWOOD DRAWDOWN MASTER FUND III, L.P.
its Managing Member

By: 

Name: Steven Blacker

Title: Authorized Signatory

By: 

Name: Toni Healey

Title: Chief Financial Officer

Blue Hiawatha DD3 - BYJU Claim Transfer Supporting Documents

Deutsche Bank

LMA TRADE CONFIRMATION (BANK DEBT)



To: Blue Hiawatha DD3, LLC

Date: _____ September 2023

Attention: Andy Sullivan

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par and Distressed Trade Transactions (Bank Debt/Claims) of the Loan Market Association ("LMA") as in effect on the Trade Date, which are incorporated in this Confirmation.

- | | |
|--|--|
| <p>1. Type of transaction:</p> <p><input checked="" type="checkbox"/> Par trade transaction</p> <p><input type="checkbox"/> Distressed trade transaction</p> <p>2. Credit Agreement Details:</p> <p>Borrower(s): Byju's Alpha Inc.</p> <p>Agent Bank: GLAS Trust Company LLC</p> <p>Date: 24 November 2021 as amended and/or restated from time to time, including by Amendment No.8 to Credit Agreement dated as of 12 January 2023</p> <p>Total Facility Amount:</p> <p>\$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)</p> <p>Additional Information:
The Credit Agreement is secured by the Liens (as defined in the Credit Agreement).</p> <p>3. Trade Date: 30 May 2023</p> <p>4. Settlement Date: As soon as reasonably practicable</p> <p>5. Seller: Deutsche Bank AG, London Branch</p> <p>As <input checked="" type="checkbox"/> principal</p> <p>6. Buyer: Blue Hiawatha DD3, LLC</p> <p>As <input checked="" type="checkbox"/> principal</p> <p>7. Details of Traded Portion:</p> <p>Name of Tranche/Facility:
Initial Term Loan</p> <p>Nature (Revolving, Term, Acceptances, Guarantee, Letter of Credit, Other):
Term</p> <p>Traded Portion of Commitment:
US\$4,280,200.00</p> | <p>8. Pricing:</p> <p>Purchase Rate: [REDACTED]</p> <p>9. Accrued Interest (other than PIK Interest):</p> <p><input type="checkbox"/> Settled Without Accrued Interest</p> <p><input type="checkbox"/> Paid on Settlement Date</p> <p><input type="checkbox"/> Paid on Settlement Date and Discounted from next roll-over date</p> <p><input checked="" type="checkbox"/> Trades Flat, save as modified by Section 13 (Other Terms of Trade) below</p> <p>10. Form of Purchase:</p> <p><input checked="" type="checkbox"/> Legal Transfer by Assignment and Assumption (as defined in the Credit Agreement) in form prescribed by the Credit Agreement</p> <p><input type="checkbox"/> Legal Transfer only</p> <p><input type="checkbox"/> Funded Participation using LMA standard form of Funded Participation Agreement (par/distressed)</p> <p><input checked="" type="checkbox"/> If this transaction settles by Funded Participation, the Participation Agreement will grant:</p> <p style="margin-left: 40px;">- Voting rights</p> <p style="text-align: right; margin-right: 40px;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">- Information rights:</p> <p style="margin-left: 80px;"><input checked="" type="checkbox"/> Yes (subject to the Buyer executing confidentiality agreement as per Seller's request and the terms of the Credit Agreement)</p> <p style="margin-left: 40px;">- Collateral for Undrawn commitment:</p> |
|--|--|

Confidential

☐ Yes ☒ 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:**

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

☒ 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 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 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 [REDACTED]

SELLER

Contact Person: Suresh Ganesan / Ben Tsang /
Jessie Liu / Gautam Prasad

Fax No.: [REDACTED]

E-mail: [REDACTED]
[REDACTED]

Phone No.: [REDACTED]

LEI: 7LTWFZYICNSX8D621K86

BUYER

Contact Person: Andy Sullivan

E-mail: [REDACTED]

Phone No.: [REDACTED]

DEUTSCHE BANK AG, LONDON BRANCH

By:

Name:

Title:

Date:


Ben Tsang
Director

BLUE HIAWATHA DD3, LLC

By: *Toni Healey*

Name: Toni Healey

Title: Authorized Signatory

Date: 09/15/2023

By:

Name:

Title:

Date:


Jessie Liu
Director

Confidential

Deutsche Bank

LMA TRADE CONFIRMATION (BANK DEBT)



To: Blue Hiawatha DD3, LLC

Date: _____ September 2023

Attention: Andy Sullivan

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par and Distressed Trade Transactions (Bank Debt/Claims) of the Loan Market Association ("LMA") as in effect on the Trade Date, which are incorporated in this Confirmation.

1. Type of transaction:

- ☒ Par trade transaction
- ☐ Distressed trade transaction

2. Credit Agreement Details:

Borrower(s): Byju's Alpha Inc.

Agent Bank: GLAS Trust Company LLC

Date: 24 November 2021 as amended and/or restated from time to time, including by Amendment No.8 to Credit Agreement dated as of 12 January 2023

Total Facility Amount:

\$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)

Additional Information:
The Credit Agreement is secured by the Liens (as defined in the Credit Agreement).

3. Trade Date: 31 May 2023**4. Settlement Date:** As soon as reasonably practicable**5. Seller:** Deutsche Bank AG, London BranchAs ☒ principal**6. Buyer:** Blue Hiawatha DD3, LLCAs ☒ principal**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\$ 1,190,300.00

Pricing:Purchase Rate: [REDACTED]**8. Accrued Interest (other than PIK Interest):**

- ☐ Settled Without Accrued Interest
- ☐ Paid on Settlement Date
- ☐ Paid on Settlement Date and Discounted from next roll-over date
- ☒ Trades Flat, save as modified by Section 13 (*Other Terms of Trade*) below.

9. Form of Purchase:

- ☒ Legal Transfer by Assignment and Assumption (as defined in the Credit Agreement) in form prescribed by the Credit Agreement
- ☐ Legal Transfer only
- ☐ Funded Participation using LMA standard form of Funded Participation Agreement (par/distressed)
- ☒ If this transaction settles by Funded Participation, the Participation Agreement will grant:

- Voting rights

☒ Yes ☐ No

- Information rights:

- ☒ Yes (subject to the Buyer executing confidentiality agreement as per Seller's request and the terms of the Credit Agreement)

- Collateral for Undrawn commitment:

Confidential

☐ Yes ☒ No

10. **Transaction Documentation:**

To be prepared by: ☒ Seller

☐ Buyer

11. **Credit Documentation to be provided by Seller :**

☐ Yes ☒ No

12. **Process Agents:**

Buyer: ☐ Yes ☒ No

Seller: ☐ Yes ☒ 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.

- ☒ **Consent and regulatory 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 the persons listed below. For audit confirmations, please send requests by email to [REDACTED]

Confidential

SELLER

Contact Person: Suresh Ganesan / Ben Tsang /
Jessie Liu / Gautam Prasad

Fax No.: [REDACTED]

E-mail: [REDACTED]
[REDACTED]

Phone No.: [REDACTED]

LEI: 7LTWFZYICNSX8D621K86

BUYER

Contact Person: Andy Sullivan

E-mail: [REDACTED]

Phone No.: [REDACTED]

DEUTSCHE BANK AG, LONDON BRANCH

By:

Name:

Title:

Date:


Ben Tsang
Director

BLUE HIAWATHA DD3, LLC

By: *Toni Healey*

Name: Toni Healey

Title: Authorized Signatory

Date: 09/15/2023

By:

Name:

Title: **Jessie Liu**
Director

Date:



DD3 - BYJU Claim Transfer Supporting Documents

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To: Redwood Drawdown Master Fund III LP****Buyer MEI:** KY0M0089W6**Attention:** Anna Xu**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From: Morgan Stanley Bank, N.A.****Seller MEI:** US1L094930**Attention:** Angelo Went**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** 08/15/2022

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: 08/12/2022**Seller:** Morgan Stanley Bank, N.A.☒ Principal ☐ Agent**Buyer:** Redwood Drawdown Master Fund III LP☒ 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

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

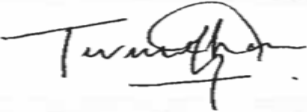
Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Ramit Khera at [REDACTED]

Morgan Stanley Bank, N.A.

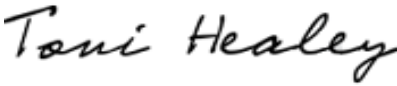
Redwood Drawdown Master Fund III LP
By: REDWOOD CAPITAL MANAGEMENT,
LLC, its Investment Manager

By: _____



Name: Terence Lean
Title: Authorized Signatory

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 Drawdown Master Fund III LP***Buyer MEI:** *KY0M0089W6***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *Morgan Stanley Senior Funding, Inc.***Seller MEI:** *US1L022337***Attention:** *Angelo Went***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *08/17/2022*

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: 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, 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.

5401621001

Form of Purchase: Assignment**Purchase Amount/
Type of Debt:**

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

Purchase Rate: [REDACTED] Initial Term Loan**Up Front Fees:
(if any):** None Initial Term Loan**Credit Documents
to be provided:** No**Trade Specific
Other Terms of Trade:** Recordation Fee is waived.

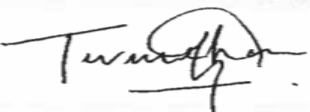
Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Dustin Dombrycz at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Dustin Dombrycz at [REDACTED]

Morgan Stanley Senior Funding, Inc.

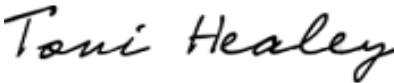
Redwood Drawdown Master Fund III LP
By: REDWOOD CAPITAL MANAGEMENT,
LLC, its Investment Manager

By: _____



Name: Terence Lean
 Title: Authorized Signatory

By: _____



Name: Toni Healey
 Title: Chief Financial Officer

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To: Redwood Drawdown Master Fund III LP****Buyer MEI:** KY0M0089W6**Attention:** Anna Xu**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From: Morgan Stanley Bank, N.A.****Seller MEI:** US1L094930**Attention:** Angelo Went**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** 09/02/2022

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: 09/01/2022**Seller:** Morgan Stanley Bank, N.A.☒ Principal ☐ Agent**Buyer:** Redwood Drawdown Master Fund III LP☒ 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**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: [REDACTED]

If you have any questions, please contact Ramit Khera at [REDACTED]

Morgan Stanley Bank, N.A.

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

By: _____

KMahindra

Name: TJ Mahindra
Title: Authorized signatory

By: _____

Toni Healey

Name: Toni Healey
Title: Chief Financial Officer

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To: Redwood Drawdown Master Fund III LP****Buyer MEI:** KY0M0089W6**Attention:** Anna Xu**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From: JPMorgan Chase Bank, N.A.****Seller MEI:** US1L019291**Attention:** Frank Casano**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** 08/29/2022

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: 08/25/2022**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 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan**Up Front Fees:
(if any):** None Initial Term Loan**Credit Documents
to be provided:** No

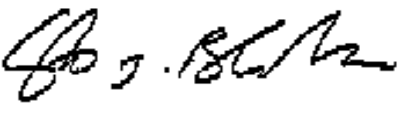
**Trade Specific
Other Terms of Trade:** If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. 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 Michael Ferrara at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Michael Ferrara at [REDACTED]

JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker
Title: Authorized Signatory

By: 

Name: Toni Healey
Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To: Redwood Drawdown Master Fund III LP****Buyer MEI:** KY0M0089W6**Attention:** Anna Xu**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From: JPMorgan Chase Bank, N.A.****Seller MEI:** US1L019291**Attention:** Frank Casano**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** 08/30/2022

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: 08/29/2022**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 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

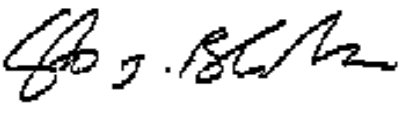
**Trade Specific
Other Terms of Trade:** If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker
Title: Authorized Signatory

By: 

Name: Toni Healey
Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Drawdown Master Fund III LP***Buyer MEI:** *KY0M0089W6***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *08/31/2022*

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: 08/30/2022**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 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

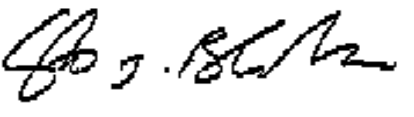
**Trade Specific
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Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker
Title: Authorized Signatory

By: 

Name: Toni Healey
Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Drawdown Master Fund III LP***Buyer MEI:** *KY0M0089W6***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *08/31/2022*

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: 08/31/2022**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 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

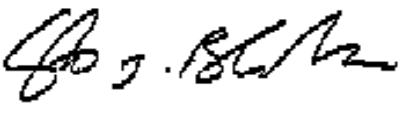
**Trade Specific
Other Terms of Trade:** If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker
Title: Authorized Signatory

By: 

Name: Toni Healey
Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To: Redwood Drawdown Master Fund III LP****Buyer MEI:** KY0M0089W6**Attention:** Anna Xu**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From: JPMorgan Chase Bank, N.A.****Seller MEI:** US1L019291**Attention:** Frank Casano**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** 09/07/2022

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: 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 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

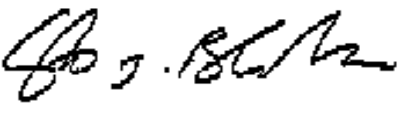
**Trade Specific
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Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker
Title: Authorized Signatory

By: 

Name: Toni Healey
Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Drawdown Master Fund III LP***Buyer MEI:** *KY0M0089W6***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/09/2022*

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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 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

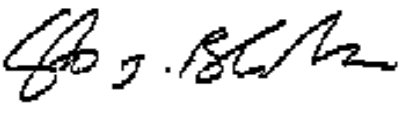
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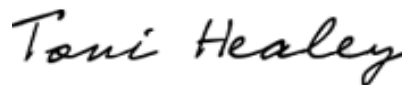
JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker

Title: Authorized Signatory



By: _____

Name: Toni Healey

Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Drawdown Master Fund III LP***Buyer MEI:** *KY0M0089W6***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/13/2022*

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Trade Date: *09/09/2022***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 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

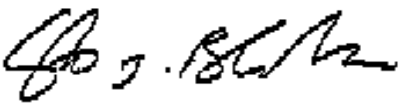
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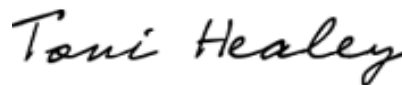
If you have any questions, please contact Michelle Russo at [REDACTED]

JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker
Title: Authorized Signatory



By: _____
Name: Toni Healey
Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To: Redwood Drawdown Master Fund III LP****Buyer MEI:** KY0M0089W6**Attention:** Anna Xu**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From: JPMorgan Chase Bank, N.A.****Seller MEI:** US1L019291**Attention:** Frank Casano**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** 09/13/2022

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: 09/12/2022**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 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

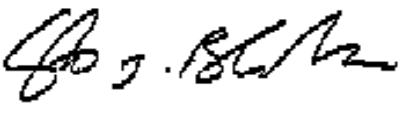
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Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

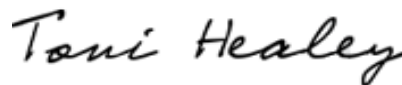
JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker

Title: Authorized Signatory



By: _____

Name: Toni Healey

Title: Chief Financial Officer

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To: Redwood Drawdown Master Fund III LP****Buyer MEI:** KY0M0089W6**Attention:** Anna Xu**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From: Morgan Stanley Bank, N.A.****Seller MEI:** US1L094930**Attention:** Angelo Went**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** 09/15/2022

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: 09/14/2022**Seller:** Morgan Stanley Bank, N.A.☒ Principal ☐ Agent**Buyer:** Redwood Drawdown Master Fund III LP☒ 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**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: [REDACTED]

If you have any questions, please contact Ramit Khera at [REDACTED]

Morgan Stanley Bank, N.A.

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

By: _____

Name: Terence Lean
Title: Authorized Signatory

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 Drawdown Master Fund III LP***Buyer MEI:** *KY0M0089W6***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *Morgan Stanley Senior Funding, Inc.***Seller MEI:** *US1L022337***Attention:** *Angelo Went***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/16/2022*

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: 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, 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.

5436649001

Form of Purchase: Assignment**Purchase Amount/
Type of Debt:**

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

Purchase Rate: [REDACTED] Initial Term Loan**Up Front Fees:
(if any):** None Initial Term Loan**Credit Documents
to be provided:** No**Trade Specific
Other Terms of Trade:** Recordation Fee is waived.

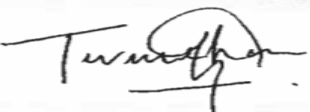
Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Ramit Khera at [REDACTED]

Morgan Stanley Senior Funding, Inc.


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

By: _____



Name: Terence Lean
 Title: Authorized Signatory

By: _____



Name: Toni Healey
 Title: Chief Financial Officer

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To: Redwood Drawdown Master Fund III LP****Buyer MEI:** KY0M0089W6**Attention:** Anna Xu**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From: Morgan Stanley Bank, N.A.****Seller MEI:** US1L094930**Attention:** Angelo Went**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** 10/03/2022

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: 09/30/2022**Seller:** Morgan Stanley Bank, N.A.☒ Principal ☐ Agent**Buyer:** Redwood Drawdown Master Fund III LP☒ 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

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

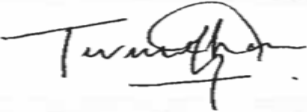
Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Ramit Khera at [REDACTED]

Morgan Stanley Bank, N.A.


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

By: _____



Name: Terence Lean
Title: Authorized Signatory

By: _____



Name: Toni Healey
Title: Chief Financial Officer

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Master Fund, Ltd.***Buyer MEI:** *KY1L014424***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *Morgan Stanley Bank, N.A.***Seller MEI:** *US1L094930***Attention:** *Angelo Went***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *08/15/2022*

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: 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 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

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

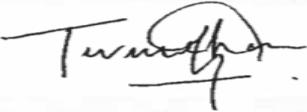
Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Ramit Khera at [REDACTED]

Morgan Stanley Bank, N.A.

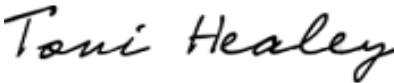
**Redwood Master Fund, Ltd.
By: REDWOOD CAPITAL MANAGEMENT,
LLC, its Investment Manager**

By: _____



Name: Terence Lean
Title: Authorized Signatory

By: _____



Name: Toni Healey
Title: Chief Financial Officer

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

Morgan Stanley

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Master Fund, Ltd.***Buyer MEI:** *KY1L014424***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *Morgan Stanley Senior Funding, Inc.***Seller MEI:** *US1L022337***Attention:** *Angelo Went***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *08/17/2022*

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: 08/16/2022**Seller:** Morgan Stanley Senior Funding, Inc.☒ 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 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.

5401621002

Form of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

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

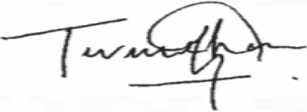
Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Dustin Dombrycz at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Dustin Dombrycz at [REDACTED]

Morgan Stanley Senior Funding, Inc.

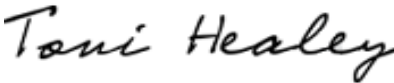
**Redwood Master Fund, Ltd.
By: REDWOOD CAPITAL MANAGEMENT,
LLC, its Investment Manager**

By: _____



Name: Terence Lean
Title: Authorized Signatory

By: _____



Name: Toni Healey
Title: Chief Financial Officer

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Master Fund, Ltd.***Buyer MEI:** *KY1L014424***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *Morgan Stanley Bank, N.A.***Seller MEI:** *US1L094930***Attention:** *Angelo Went***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/02/2022*

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: 09/01/2022**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 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**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: [REDACTED]

If you have any questions, please contact Ramit Khera at [REDACTED]

Morgan Stanley Bank, N.A.

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

By: _____

KMahindra

Name: TJ Mahindra
Title: Authorized signatory

By: _____

Toni Healey

Name: Toni Healey
Title: Chief Financial Officer

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Master Fund, Ltd.***Buyer MEI:** *KY1L014424***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *08/29/2022*

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: *08/25/2022***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, 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

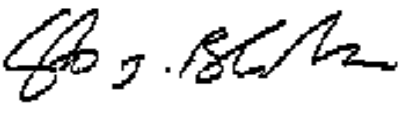
**Trade Specific
Other Terms of Trade:** If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

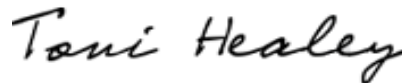
JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker

Title: Authorized Signatory



By: _____

Name: Toni Healey

Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Master Fund, Ltd.***Buyer MEI:** *KY1L014424***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *08/30/2022*

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Trade Date: 08/29/2022**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, 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

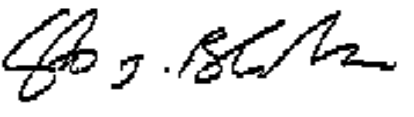
**Trade Specific
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Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Michelle Russo at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker
Title: Authorized Signatory

By: 

Name: Toni Healey
Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Master Fund, Ltd.***Buyer MEI:** *KY1L014424***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *08/31/2022*

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: 08/30/2022**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, 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

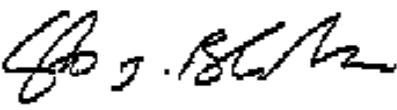
**Trade Specific
Other Terms of Trade:** If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker
Title: Authorized Signatory

By: 

Name: Toni Healey
Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Master Fund, Ltd.***Buyer MEI:** *KY1L014424***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *08/31/2022*

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: 08/31/2022**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, 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

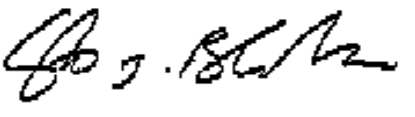
**Trade Specific
Other Terms of Trade:** If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

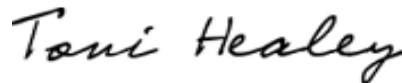
JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker

Title: Authorized Signatory



By: _____

Name: Toni Healey

Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Master Fund, Ltd.***Buyer MEI:** *KY1L014424***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/07/2022*

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: *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, 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

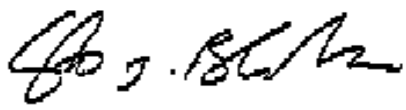
**Trade Specific
Other Terms of Trade:** If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

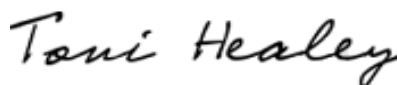
JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker

Title: Authorized Signatory



By: _____

Name: Toni Healey

Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Master Fund, Ltd.***Buyer MEI:** *KY1L014424***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/09/2022*

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: *09/07/2022***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, 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

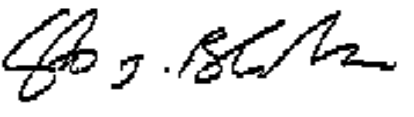
**Trade Specific
Other Terms of Trade:** If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker
Title: Authorized Signatory

By: 

Name: Toni Healey
Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Master Fund, Ltd.***Buyer MEI:** *KY1L014424***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/13/2022*

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: *09/09/2022***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, 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:

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

Purchase Rate:

[REDACTED]

Initial Term Loan

Up Front Fees:
(if any):

None

Initial Term Loan

Credit Documents
to be provided:

No

Trade Specific
Other Terms of Trade:

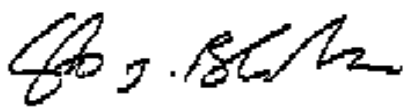
If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

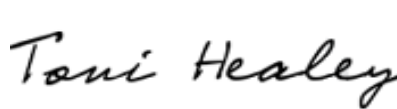
JPMorgan Chase Bank, N.A.

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,
LLC, its Investment ManagerBy: 

Name: Steven Blacker

Title: Authorized Signatory

By: 

By:

Name: Toni Healey

Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Master Fund, Ltd.***Buyer MEI:** *KY1L014424***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/13/2022*

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: 09/12/2022**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, 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

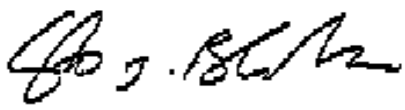
**Trade Specific
Other Terms of Trade:** If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker
Title: Authorized Signatory

By: 

Name: Toni Healey
Title: Chief Financial Officer

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

Morgan Stanley

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Master Fund, Ltd.***Buyer MEI:** *KY1L014424***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *Morgan Stanley Senior Funding, Inc.***Seller MEI:** *US1L022337***Attention:** *Angelo Went***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/16/2022*

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: 09/15/2022**Seller:** Morgan Stanley Senior Funding, Inc.☒ 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 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.

5436649002

Form of Purchase: Assignment**Purchase Amount/
Type of Debt:**

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

Purchase Rate: [REDACTED] Initial Term Loan**Up Front Fees:
(if any):** None Initial Term Loan**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: [REDACTED]

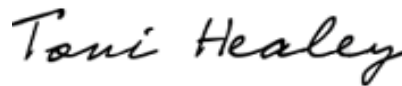
If you have any questions, please contact Ramit Khera at [REDACTED]

Morgan Stanley Senior Funding, Inc.

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

By: _____

Name: Terence Lean
 Title: Authorized Signatory



By: _____

Name: Toni Healey
 Title: Chief Financial Officer

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Master Fund, Ltd.***Buyer MEI:** *KY1L014424***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *Morgan Stanley Bank, N.A.***Seller MEI:** *US1L094930***Attention:** *Angelo Went***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *10/03/2022*

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: 09/30/2022**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 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan**Up Front Fees:
(if any):** None Initial Term Loan**Credit Documents
to be provided:** No**Trade Specific
Other Terms of Trade:** Recordation Fee is waived.

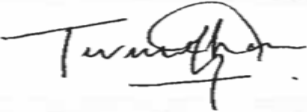
Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Ramit Khera at [REDACTED]

Morgan Stanley Bank, N.A.


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

By: _____



Name: Terence Lean
 Title: Authorized Signatory

By: _____



Name: Toni Healey
 Title: Chief Financial Officer

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Master Fund, Ltd.***Buyer MEI:** *KY1L014424***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *Morgan Stanley Bank, N.A.***Seller MEI:** *US1L094930***Attention:** *Angelo Went***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/15/2022*

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: 09/14/2022**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 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

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

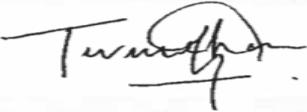
Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Ramit Khera at [REDACTED]

Morgan Stanley Bank, N.A.

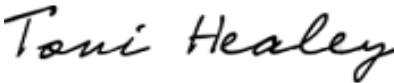
**Redwood Master Fund, Ltd.
By: REDWOOD CAPITAL MANAGEMENT,
LLC, its Investment Manager**

By: _____



Name: Terence Lean
Title: Authorized Signatory

By: _____



Name: Toni Healey
Title: Chief Financial Officer

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Opportunity Master Fund, Ltd.***Buyer MEI:** *KY1L117664***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *Morgan Stanley Bank, N.A.***Seller MEI:** *US1L094930***Attention:** *Angelo Went***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/02/2022*

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: 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 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

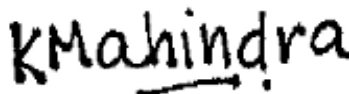
**Trade Specific
Other Terms of Trade:** Recordation Fee is waived.

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: [REDACTED]

If you have any questions, please contact Ramit Khera at [REDACTED]

Morgan Stanley Bank, N.A.

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

By: 

Name: TJ Mahindra
Title: Authorized signatory

By: 

Name: Toni Healey
Title: Chief Financial Officer

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Opportunity Master Fund, Ltd.***Buyer MEI:** *KY1L117664***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *08/29/2022*

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: *08/25/2022***Seller:** *JPMorgan Chase Bank, N.A.*☒ Principal ☐ Agent**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.

Borrower: *BYJU's Alpha, Inc.*

Form of Purchase: Assignment

Purchase Amount/
Type of Debt:

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

Purchase Rate:

[REDACTED]

Initial Term Loan

Up Front Fees:
(if any):

None

Initial Term Loan

Credit Documents
to be provided:

No

Trade Specific
Other Terms of Trade:

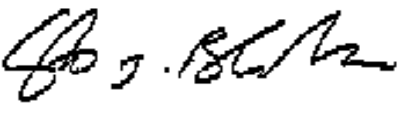
If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

JPMorgan Chase Bank, N.A.

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its
Investment ManagerBy: 

Name: Steven Blacker

Title: Authorized Signatory

Toni Healey

By: _____

Name: Toni Healey

Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Opportunity Master Fund, Ltd.***Buyer MEI:** *KY1L117664***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *08/30/2022*

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: 08/29/2022**Seller:** JPMorgan Chase Bank, N.A.☒ Principal ☐ Agent**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.

Borrower: BYJU's Alpha, Inc.

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Opportunity Master Fund, Ltd.***Buyer MEI:** *KY1L117664***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/02/2022*

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: 08/30/2022**Seller:** JPMorgan Chase Bank, N.A.☒ Principal ☐ Agent**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.

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

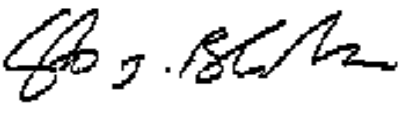
**Trade Specific
Other Terms of Trade:** If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

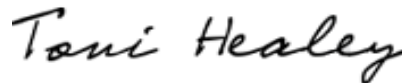
JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker

Title: Authorized Signatory



By: _____

Name: Toni Healey

Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Opportunity Master Fund, Ltd.***Buyer MEI:** *KY1L117664***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *08/31/2022*

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: 08/31/2022**Seller:** JPMorgan Chase Bank, N.A.☒ Principal ☐ Agent**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.

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount/
Type of Debt:

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

Purchase Rate:

[REDACTED]

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: [REDACTED]

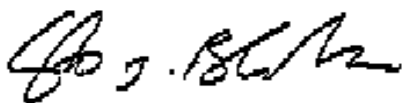
If you have any questions, please contact Michelle Russo at [REDACTED]

JPMorgan Chase Bank, N.A.

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its
Investment Manager

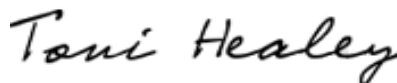
By:



Name: Steven Blacker

Title: Authorized Signatory

By:



Name: Toni Healey

Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Opportunity Master Fund, Ltd.***Buyer MEI:** *KY1L117664***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/07/2022*

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: *09/02/2022***Seller:** *JPMorgan Chase Bank, N.A.*☒ Principal ☐ Agent**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.

Borrower: *BYJU's Alpha, Inc.*

Form of Purchase: Assignment

Purchase Amount/
Type of Debt:

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

Purchase Rate:

[REDACTED]

Initial Term Loan

Up Front Fees:
(if any):

None

Initial Term Loan

Credit Documents
to be provided:

No

Trade Specific
Other Terms of Trade:

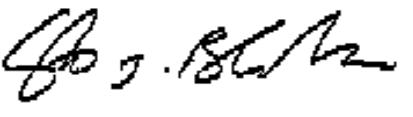
If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. shall not be required to pay (in the aggregate) 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

JPMorgan Chase Bank, N.A.

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its
Investment ManagerBy: 

Name: Steven Blacker

Title: Authorized Signatory

Toni Healey

By: _____

Name: Toni Healey

Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Opportunity Master Fund, Ltd.***Buyer MEI:** *KY1L117664***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/09/2022*

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: *09/07/2022***Seller:** *JPMorgan Chase Bank, N.A.*☒ Principal ☐ Agent**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.

Borrower: *BYJU's Alpha, Inc.*

Form of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

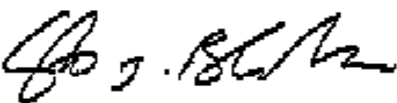
**Trade Specific
Other Terms of Trade:** If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

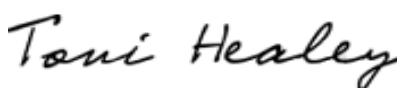
JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker

Title: Authorized Signatory

By: 

By:

Name: Toni Healey

Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Opportunity Master Fund, Ltd.***Buyer MEI:** *KY1L117664***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/13/2022*

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: *09/09/2022***Seller:** *JPMorgan Chase Bank, N.A.*☒ Principal ☐ Agent**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.

Borrower: *BYJU's Alpha, Inc.*

Form of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

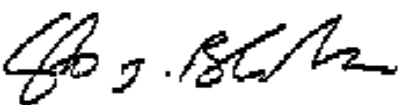
**Trade Specific
Other Terms of Trade:** If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

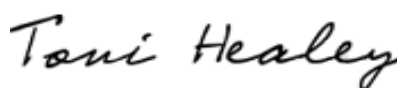
JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker

Title: Authorized Signatory



By: _____

Name: Toni Healey

Title: Chief Financial Officer

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Opportunity Master Fund, Ltd.***Buyer MEI:** *KY1L117664***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *JPMorgan Chase Bank, N.A.***Seller MEI:** *US1L019291***Attention:** *Frank Casano***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/13/2022*

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: 09/12/2022**Seller:** JPMorgan Chase Bank, N.A.☒ Principal ☐ Agent**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.

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

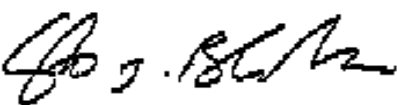
**Trade Specific
Other Terms of Trade:** If the transaction set forth in this Confirmation results in or is the result of allocations to multiple funds or accounts by an investment manager or advisor (an "Allocated Transaction" and collectively, the "Allocated Transactions"), JPMorgan Chase Bank N.A. 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: [REDACTED]

If you have any questions, please contact Michelle Russo at [REDACTED]

JPMorgan Chase Bank, N.A.

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

By: 

Name: Steven Blacker

Title: Authorized Signatory

By: 

By:

Name: Toni Healey

Title: Chief Financial Officer

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To:** *Redwood Opportunity Master Fund, Ltd.***Buyer MEI:** *KY1L117664***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *Morgan Stanley Bank, N.A.***Seller MEI:** *US1L094930***Attention:** *Angelo Went***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/15/2022*

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: 09/14/2022**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 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:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**Credit Documents
to be provided:** No

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

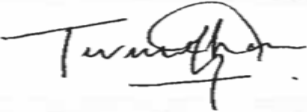
Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Ramit Khera at ClearPar at the following fax number or email address: [REDACTED]

If you have any questions, please contact Ramit Khera at [REDACTED]

Morgan Stanley Bank, N.A.


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

By: _____



Name: Terence Lean
Title: Authorized Signatory

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 Opportunity Master Fund, Ltd.***Buyer MEI:** *KY1L117664***Attention:** *Anna Xu***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From:** *Morgan Stanley Senior Funding, Inc.***Seller MEI:** *US1L022337***Attention:** *Angelo Went***Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** *09/16/2022*

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: 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, 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.

5436649003

Form of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**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: [REDACTED]

If you have any questions, please contact Ramit Khera at [REDACTED]

Morgan Stanley Senior Funding, Inc.

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

By: _____

Name: Terence Lean
Title: Authorized Signatory

By: _____

Name: Toni Healey
Title: Chief Financial Officer

White Granite LLC - DD3 - BYJU Claim Transfer Supporting Documents

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To: White Granite LLC****Buyer MEI:** US0M01KK78**Attention:** Anna Xu**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From: Redwood Drawdown Master Fund III LP****Seller MEI:** KY0M0089W6**Attention:** Anna Xu**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**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.

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**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: [REDACTED]

If you have any questions, please contact Kenny Feldman at [REDACTED]

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

White Granite LLC

Toni Healey

By: _____

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

By: _____

Name: Toni Healey

Title: Chief Financial Officer

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To: White Granite LLC****Buyer MEI:** US0M01KK78**Attention:** Anna Xu**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From: Redwood Master Fund, Ltd.****Seller MEI:** KY1L014424**Attention:** Anna Xu**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**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 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.

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**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: [REDACTED]

If you have any questions, please contact Kenny Feldman at [REDACTED]

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

White Granite LLC

Toni Healey

By: _____

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

By: _____

Name: Toni Healey

Title: Chief Financial Officer

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION**To: White Granite LLC****Buyer MEI:** US0M01KK78**Attention:** Anna Xu**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**From: Redwood Opportunity Master Fund, Ltd.****Seller MEI:** KY1L117664**Attention:** Anna Xu**Phone No.:** [REDACTED]**Fax No.:** [REDACTED]**Email:** [REDACTED]**Address:** [REDACTED]**Date:** 05/23/2023

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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.

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

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

Purchase Rate: [REDACTED] Initial Term Loan

**Up Front Fees:
(if any):** None Initial Term Loan

**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: [REDACTED]

If you have any questions, please contact Kenny Feldman at [REDACTED]

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

White Granite LLC

Toni Healey

By: _____

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

By: _____

Name: Toni Healey

Title: Chief Financial Officer

Schedule 4-A

Corporate Ownership Statement for Veritas Petitioning Creditors

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

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 Tangible Play, Inc. (“Tangible Play”). 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, Tangible Play), 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 Tangible Play on behalf of each Veritas Petitioning Creditor. I declare under penalty

of perjury that I have reviewed this Corporate Ownership Statement and **Schedule 4-B** 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 29, 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

Schedule 4-B to Tangible Play, Inc. Involuntary Bankruptcy Petition
Claim Detail for Veritas Petitioning Creditors

Name of Petitioning Creditor	Nature of Claim	Amount of the Claim Above the Value of Any Lien*	Corporate Entities <u>Directly or 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?
Veritas Capital Credit Opportunities Fund II SPV, L.L.C.	Term loan holdings	\$ [REDACTED]	None	No
Veritas Capital Credit Opportunities Fund SPV, L.L.C.	Term loan holdings	\$ [REDACTED]	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:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

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 Tangible Play, Inc. (“Tangible Play”). 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, Tangible Play), 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 Capital Management, LLC, have authority to execute this Corporate Ownership Statement and the related involuntary bankruptcy

petition for Tangible Play on behalf of the HGV Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and **Schedule 5-B** 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 3, 2024

DocuSigned by:



C1A52651099540D...

Name: Mandy Lam
Title: General Counsel
Company: HG Vora Capital Management, LLC

On behalf of HGV BL SPV, LLC

Schedule 5-B

Claim Detail for HGV BL SPV, LLC

Schedule 5-B to Tangible Play, Inc.
Involuntary Bankruptcy Petition
Claim Detail for HGV Petitioning

Name of HG Vora Petitioning Creditor	Nature of Claim	Amount of the Claim Above the Value of Any Lien*	Corporate Entities <u>Directly or 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?
HGV BL SPV, LLC	Term loan holdings	\$ [REDACTED]	Petitioning Creditor is a wholly-owned, direct subsidiary of HG Vora Special Opportunities Master Fund, Ltd., which is managed by HG Vora Capital Management, 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

Schedule 5-C

HGV BL SPV, LLC 1003(a) Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

**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 HGV Petitioning Creditor and other petitioning creditors against alleged debtor Tangible Play, Inc. (“Tangible Play”). 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 Tangible Play. 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 (“HG Vora”). 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 Schedules 5-A and 5-B attached to the involuntary petition filed against Tangible Play, the HGV Petitioning Creditor holds a claim against Tangible Play 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, Tangible Play), 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.

Dated: June 3, 2024

DocuSigned by:

Mandy Lam

C1A52651099540B...

Name: Mandy Lam
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: [REDACTED]

Attention: [REDACTED]

Phone No.: [REDACTED]

Fax No.:

Email: [REDACTED]

From: *HG Vora Special Opportunities Master Fund, Ltd.*

Seller MEI: [REDACTED]

Attention: [REDACTED]

Phone No.: [REDACTED]

Fax No.:

Email: [REDACTED]

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

Seller: HG Vora Special Opportunities Master Fund, Ltd. ☒ Principal ☐ Agent

Buyer: HGV BL SPV, 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.

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

**Purchase Amount /
Type of Debt:**

Purchase Amount	Type of Debt	Facility	CUSIP
USD 106,210,244.65	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: [REDACTED] 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.

[REDACTED]

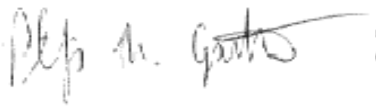
Subject To: Negotiation, execution and delivery of reasonably acceptable contracts and instruments of transfer in accordance herewith.

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

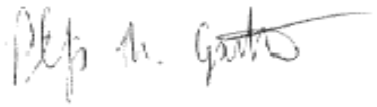
HG Vora Special Opportunities Master Fund, Ltd.
By: HG Vora Capital Management LLC, as investment
adviser

HGV BL SPV, LLC

By: 

Name: Philip Garthe

Title: Chief Operating Officer

By: 

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.

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

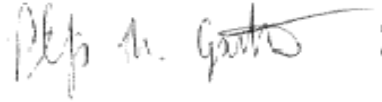
The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties 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.

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**



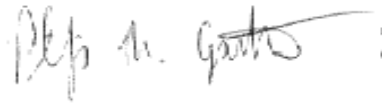
By: _____

Name: Philip Garthe

Title: Chief Operating Officer

ASSIGNEE

HGV BL SPV, LLC, as Assignee



By: _____

Name: Philip Garthe

Title: Chief Operating Officer

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

A handwritten signature in cursive script that reads "Serena Harrell".

By: _____

Name: Serena Harrell

Title: Authorized Signatory

Consented to:

BYJU'S ALPHA, INC.

By: N/A _____

Name:

Title:

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.

Schedule 7-B to Tangible Play, Inc. Involuntary Bankruptcy Petition
Claim Detail for Midtown Acquisitions L.P.

Name of Petitioning Creditor	Nature of Claim	Amount of the Claim Above the Value of Any Lien*	Corporate Entities <u>Directly or 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?
Midtown Acquisitions L.P.	Term loan holdings	\$ [REDACTED]	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:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

**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 Tangible Play, Inc. ("Tangible Play"). 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 Tangible Play. 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 Schedule 7-B attached to the involuntary petition filed against Tangible Play, Midtown Acquisitions holds a claim against Tangible Play 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,

Tangible Play), 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**.

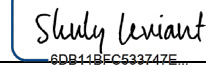
5. Midtown Acquisitions did not acquire its claim for the purpose of commencing this case under the Bankruptcy Code.

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.

Dated: June 4, 2024

DocuSigned by:

Shulamit Leviant

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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.

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		

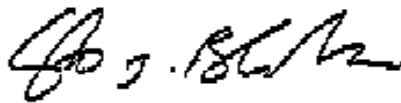
Effective Date: August 31, 2023

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: 

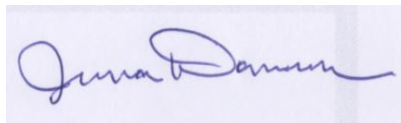
Name: Steven Blacker

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 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: 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 Loans for all Lenders	Amount of Terms Loans Assigned	Percentage Assigned of Term 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.

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:

Serena Harrell

Title:

Vice President

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.

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		

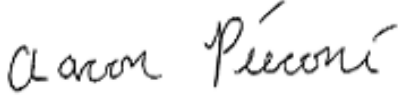
Effective Date: June 26, 2023

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.

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

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

By: 

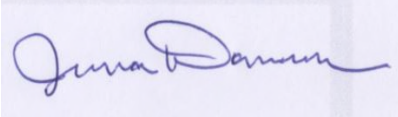
Name: Aaron Pieroni

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

A handwritten signature in cursive script that reads "Serena Harrell".

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 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 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 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.

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		

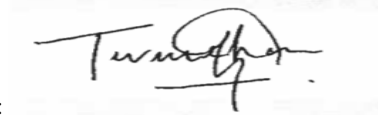
Effective Date: May 12, 2023

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.

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

ASSIGNOR

**MORGAN STANLEY SENIOR FUNDING, INC., as
Assignor**

A handwritten signature in black ink, appearing to read "Terence Lean", is shown above a horizontal line.

By: _____

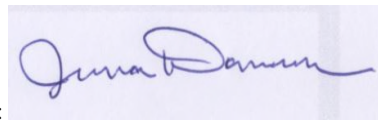
Name: Terence Lean

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

A handwritten signature in blue ink, appearing to read "Jennifer Donovan", is shown above a horizontal line.

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: 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 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 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

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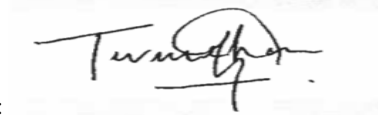
Effective Date: May 17, 2023

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.

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

ASSIGNOR

**MORGAN STANLEY SENIOR FUNDING, INC., as
Assignor**

A handwritten signature in black ink, appearing to read "Terence Lean", written over a light gray rectangular background.

By: _____

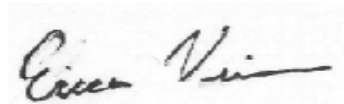
Name: Terence Lean

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

A handwritten signature in black ink, appearing to read "Erica Vinson", written over a light gray rectangular background.

By: _____

Name: Erica Vinson

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: 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 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

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2. Assignee: Midtown Acquisitions L.P.
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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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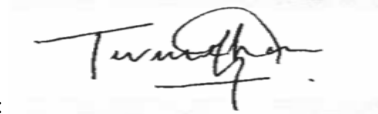
Effective Date: May 17, 2023

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.

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

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

A handwritten signature in black ink, appearing to read "Terence Lean", is shown above a horizontal line.

By: _____

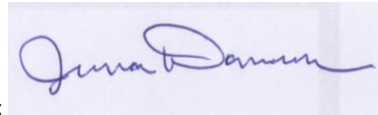
Name: Terence Lean

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

A handwritten signature in blue ink, appearing to read "Jennifer Donovan", is shown above a horizontal line.

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: 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")
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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 Loans for all Lenders	Amount of Terms Loans Assigned	Percentage Assigned of Term Loans
Initial Term Loan	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.

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

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor



By: _____

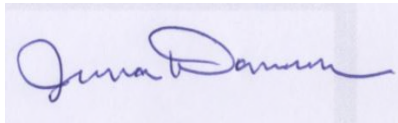
Name: Tyler Warrington

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:

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

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

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2. Assignee: Midtown Acquisitions L.P.
3. Borrower: BYJU's Alpha, Inc. (the "Borrower")
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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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Facility Assigned	Aggregate Amount of Term Loans for all Lenders	Amount of Terms Loans Assigned	Percentage Assigned of Term Loans
Initial Term Loan	USD 1,192,513,684.78		

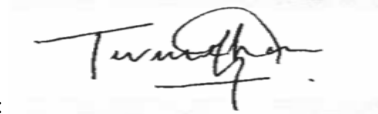
Effective Date: March 14, 2023

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.

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

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

A handwritten signature in black ink, appearing to read "Terence Lean", is shown above a horizontal line.

By: _____

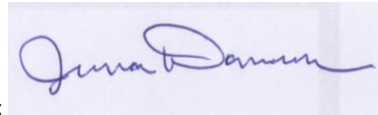
Name: Terence Lean

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

A handwritten signature in blue ink, appearing to read "Jennifer Donovan", is shown above a horizontal line.

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: N/A

Name:

Title:

ASSIGNMENT AND ASSUMPTION

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2. Assignee: Midtown Acquisitions L.P.
3. Borrower: BYJU's Alpha, Inc. (the "Borrower")
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Initial Term Loan	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.

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

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor



By: _____

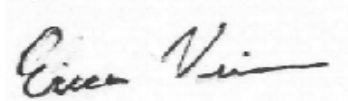
Name: Tyler Warrington

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC



By: _____

Name: Erica Vinson

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: 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 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.

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		

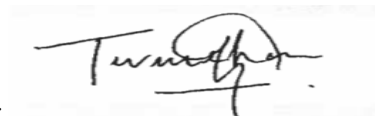
Effective Date: May 12, 2023

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.

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

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

A handwritten signature in black ink, appearing to read "Terence Lean", is shown above a horizontal line.

By: _____

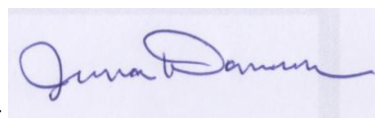
Name: Terence Lean

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

A handwritten signature in blue ink, appearing to read "Jennifer Donovan", is shown above a horizontal line.

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: 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 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.

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		

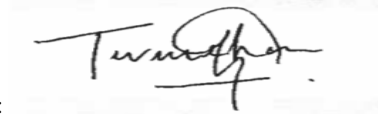
Effective Date: May 17, 2023

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.

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

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

A handwritten signature in black ink, appearing to read "Terence Lean", is written over a light gray rectangular background.

By: _____

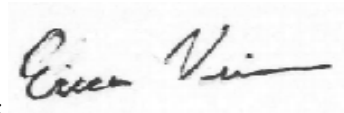
Name: Terence Lean

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

A handwritten signature in black ink, appearing to read "Erica Vinson", is written over a light gray rectangular background.

By: _____

Name: Erica Vinson

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: 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.

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 1,192,513,684.78		

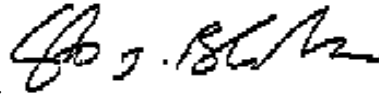
Effective Date: March 8, 2023

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.

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

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

A handwritten signature in black ink, appearing to read "S. Blacker", written over a horizontal line.

By: _____

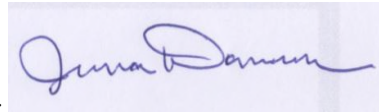
Name: Steven Blacker

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

A handwritten signature in blue ink, appearing to read "Jennifer Donovan", written over a horizontal line.

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: 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.

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 1,192,513,684.78		

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.

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

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

A handwritten signature in black ink that reads "Aaron Pieroni".

By: _____

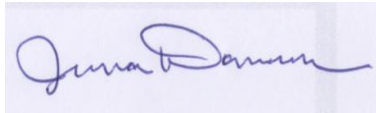
Name: Aaron Pieroni

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

A handwritten signature in blue ink that reads "Jennifer Donovan".

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: 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.

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 1,192,513,684.78		

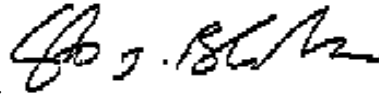
Effective Date: March 15, 2023

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.

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

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor



By: _____

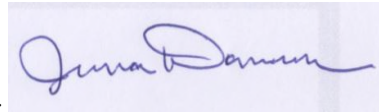
Name: Steven Blacker

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: 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 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 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 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.

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 1,200,000,000.00		

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.

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

ASSIGNOR

**MORGAN STANLEY SENIOR FUNDING, INC., as
Assignor**

A handwritten signature in black ink, appearing to read "Josh Herrera", is written over a horizontal line.

By: _____

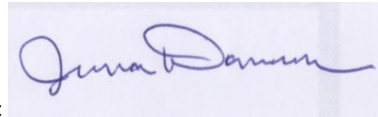
Name: Josh Herrera

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

A handwritten signature in blue ink, appearing to read "Jennifer Donovan", is written over a horizontal line.

By: _____

Name: Jennifer Donovan

Title: Authorized Signatory

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent



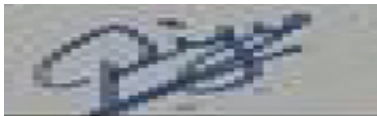
By: _____

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:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

**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 Tangible Play, Inc. (“Tangible Play”). 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, Tangible Play), 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.

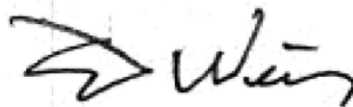
Declaration Under Penalty of Perjury

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

Tangible Play on behalf of each Silver Point Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and **Schedule 8-B** 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

A handwritten signature in black ink, appearing to read 'Steven Weiser', is positioned above a horizontal line.

Name: Steven Weiser
Title: General Counsel
Company: Silver Point Capital, L.P.

*On behalf of each Silver Point Petitioning
Creditor identified on Schedule 8-B attached
hereto*

Schedule 8-B

Claim Detail for Silver Point Petitioning Creditors

Schedule 8-B to Tangible Play, Inc. Involuntary Bankruptcy Petition**Claim Detail for Silver Point Petitioning Creditors**

Name of Silver Point Petitioning Creditor	Nature of Claim	Amount of the Claim Above the Value of Any Lien*	Corporate Entities <u>Directly or 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?
SPCP GROUP, LLC	Term loan holdings	\$ [REDACTED]	Silver Point Capital Fund, L.P. - 50% Silver Point Capital Offshore Master Fund, L.P. - 50%	Yes
SPCP Institutional Group LLC	Term loan holdings	\$ [REDACTED]	Silver Point Distressed Opportunity Institutional Partners, L.P. - 50% Silver Point Distressed Opportunity Institutional Partners Master Fund (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:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

**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 Tangible Play, Inc. (“Tangible Play”). 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 Tangible Play. 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. (“Silver Point”). 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 Schedules 8-A and 8-B attached to the involuntary petition filed against Tangible Play, each Silver Point Petitioning Creditor holds a claim against Tangible Play 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, Tangible Play), each lender party thereto, and GLAS Trust Company LLC, as administrative agent and as collateral agent.

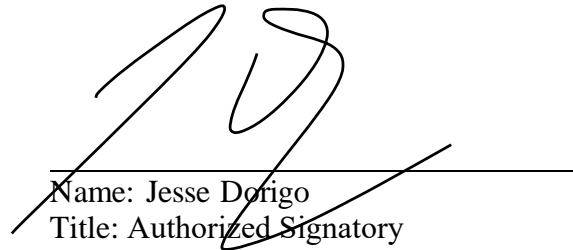
4. The Silver Point Petitioning Creditors’ holdings under the Credit Agreement that are being relied upon for the purpose of satisfying the requirement of 11 U.S.C. § 303(b)(1) were acquired in March of 2024, as reflected in documents attached hereto as **Exhibit A**.

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
Company: Silver Point Capital, L.P.

*On behalf of each Silver Point Petitioning Creditor
identified on Schedule 8-B 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.
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.

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		

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
Authorized Signatory

Title:

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative
Agent

By 
:

Name: Serena Harrell

Title: Vice President

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 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.

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		

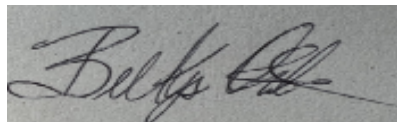
Effective Date: March 11, 2024

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

A rectangular box containing a handwritten signature in dark ink, which appears to read "Belkys Ortiz".

By: _____

Name: Belkys Ortiz

Title: Attorney-in-fact

ASSIGNEE

SPCP GROUP, LLC, as Assignee

A rectangular box containing a handwritten signature in dark ink, which appears to read "Jennifer Poccia".

By: _____

Name: Jennifer Poccia

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: 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 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
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 Loans for all Lenders	Amount of Terms Loans Assigned	Percentage Assigned of Term Loans
Initial Term Loan	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 GROUP, LLC, as Assignee

By:  _____

Name: Jennifer Poccia
Title: Authorized Signatory

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative
Agent

By 
:

Name: Serena Harrell

Title: Vice President

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 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.

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		

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

A rectangular box containing a handwritten signature in dark ink, which appears to read "Belkys Ortiz".

By: _____

Name: Belkys Ortiz

Title: Attorney-in-fact

ASSIGNEE

SPCP INSTITUTIONAL GROUP, LLC, as Assignee

A rectangular box containing a handwritten signature in dark ink, which appears to read "Jennifer Poccia".

By: _____

Name: Jennifer Poccia

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: N/A _____

Name:

Title:

Schedule 9-A

Corporate Ownership Statement for Shawnee 2022-1 LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

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 Tangible Play, Inc. (“Tangible Play”). 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, Tangible Play), 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 Tangible Play on behalf of the SBC Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and **Schedule 9-B** 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:
Don Puglisi
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

Schedule 9-B to Tangible Play, Inc. Involuntary Bankruptcy Petition
Claim Detail for Shawnee 2022-1 LLC

Name of Petitioning Creditor	Nature of Claim	Amount of the Claim Above the Value of Any Lien*	Corporate Entities <u>Directly or 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?
Shawnee 2022-1 LLC	Term loan holdings	\$ [REDACTED]	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:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

**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 Tangible Play, Inc. (“Tangible Play”). 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 Tangible Play. 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 Schedules 9-A and 9-B attached to the involuntary petition filed against Tangible Play, the SBC Petitioning Creditor holds a claim against Tangible Play 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, Tangible Play), 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

DocuSigned by:

Don Puglisi

A3139BB10852407...

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

FUNDING, LLC

Seller**MEI :****Contact****Person:****Phone****No.:****Fax No.:****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.

- ☒ Assignment
☐ Participation
☐ Multilateral Netting
☐ Assignment Only

**Purchase Amount/
Type of Debt:**

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

Purchase Rate: %

Up-front Fee:

None

Accrued Interest:

- ☒ Settled Without Accrued Interest
☐ Paid On Settlement Date
☐ Trades Flat
☐ Discount From Next Rollover Date
☐ Buyer Receives Benefit of Interest
☐ N/A

Assignment Fee Paid By:

Waived

**Credit Documents
to be provided by Seller:**

- ☐ Yes (only applicable if Buyer was not a Lender on Trade Date and made its requests on or prior to Trade Date)
☒ No

**Collateral Annex
Applicable:**

- ☐ Yes
☐ No

**Collateral Account
Institution:**

- ☐ Collateral Account established with Seller
if selected, Collateral Account Segregation: ☐ Yes ☐ No
☐ Collateral Account established with a Third-Party Custodian

**Trade Specific
Other Terms of Trade:**☐**Subject to:**

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

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

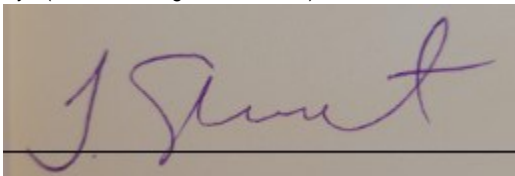
If you have any questions, please contact **Andrelia Jackson** at 713 -993-4300.

SELLER

CHAIN BRIDGE OPPORTUNISTIC FUNDING, LLC

By: CBAM Partners, LLC, as Investment Manager

By: (Electronic Signature on file)



Name: Tiffany Short

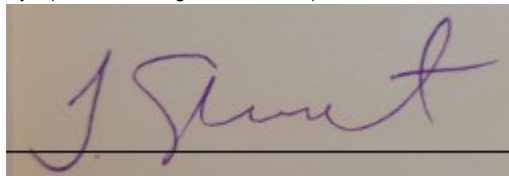
Title: Securities Operations Supervisor

Date: 16-MAR-22

BUYER

Shawnee 2022-1 LLC

By: (Electronic Signature on file)



Name: Tiffany Short

Title: Securities Operations Supervisor

Date: 16-MAR-22

LSTA EFFECTIVE December 1, 2021

LEGAL02/39166467v2

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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.

6. Assigned Interest:

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

Effective Date: 4/1/2022

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.

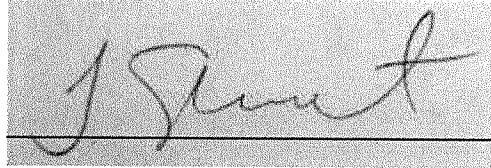
The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

CHAIN BRIDGE OPPORTUNISTIC FUNDING,
LLC

By: CBAM Partners, LLC, as Investment Manager

By: (Electronic Signature on file)

A handwritten signature in black ink, appearing to read 'T Short', is written over a horizontal line. The signature is cursive and stylized.

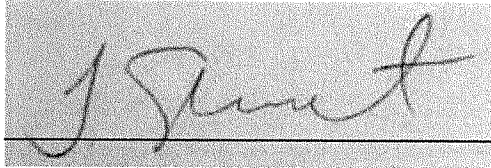
Name: Tiffany Short

Title: Securities Operations Supervisor

ASSIGNEE

Shawnee 2022-1 LLC

By: (Electronic Signature on file)

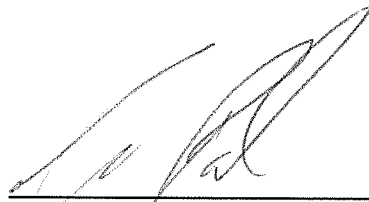
A handwritten signature in black ink, appearing to read 'T Short', is written over a horizontal line. The signature is cursive and stylized.

Name: Tiffany Short

Title: Securities Operations Supervisor

Consented to and Accepted:

GLAS Trust Company LLC AS THE ADMINISTRATIVE AGENT

A handwritten signature in black ink, appearing to read 'Edward Polanco', is written over a horizontal line.

Name: Edward Polanco

Title: Vice President

Consented to:

BYJU'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:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

**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 Tangible Play, Inc. (“Tangible Play”). 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, Tangible Play), 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 Tangible Play on behalf of each Sentinel Dome Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and **Schedule 10-B** 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: Charlene Nyberg
Title: Chief Financial Officer
Company: Sentinel Dome Partners, LLC

*On behalf of each Sentinel Dome Petitioning
Creditor identified on Schedule 10-B attached
hereto*

Schedule 10-B

Claim Detail for Sentinel Dome Petitioning Creditors

Schedule 10-B to Tangible Play, Inc. Involuntary Bankruptcy Petition
Claim Detail for Sentinel Dome Petitioning Creditors

Name of Petitioning Creditor	Nature of Claim	Amount of the Claim Above the Value of Any Lien*	Corporate Entities <u>Directly or 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?
NPB Manager Fund, SPC. on behalf of and for the account of Segregated Portfolio 103	Term loan holdings	\$ [REDACTED]	N/A	No
SDP Flagship Master Fund LP	Term loan holdings	\$ [REDACTED]	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:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

**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 Tangible Play, Inc. (“Tangible Play”). 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, Tangible Play), 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 Tangible Play on behalf of each Stonehill Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and **Schedule 11-B** 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 Malek

C2D41A92660E46F...

Name: Paul D. Malek
Title: Authorized Signatory
Company: Stonehill Capital Management LLC

*On behalf of each Stonehill Petitioning Creditor identified on
Schedule 11-B attached hereto*

Schedule 11-B

Claim Detail for Stonehill Petitioning Creditors

Schedule 11-B to Tangible Play, Inc. Involuntary Bankruptcy Petition**Claim Detail for Stonehill Petitioning Creditors**

Name of Petitioning Creditor	Nature of Claim	Amount of the Claim Above the Value of Any Lien*	Corporate Entities <u>Directly or Indirectly</u> Owning 10% or More of Petitioning	Has There Been a Transfer of the Claim
Stonehill Master Fund Ltd.	Term loan holdings	\$ [REDACTED]	Stonehill Offshore Partners Limited	Yes
Stonehill Institutional Partners, L.P.	Term loan holdings	\$ [REDACTED]	N/A – Entity is a limited partnership exempt from filing 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:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

**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 Tangible Play, Inc. (“Tangible Play”). 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 Tangible Play. 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 Schedule 11-B attached to the involuntary petition filed against Tangible Play, each Stonehill Petitioning Creditor holds a claim against Tangible Play 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, Tangible Play), 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

DocuSigned by:

Paul Malek

C2D41A92660E46F...

Name: Paul D. Malek
Title: Authorized Signatory
Company: Stonehill Capital Management LLC

*On behalf of each Stonehill Petitioning Creditor identified on
Schedule 11-B 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.

Trade 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 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 [REDACTED]	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: [REDACTED] 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 herein, Morgan Stanley Senior Funding, Inc. shall not be required to pay (in the aggregate) more than one-half of one Agent transfer fee for transactions (specified in this or any other Confirmation related to this trade) allocated by an investment manager or advisor to multiple funds or accounts.

Please see attached under "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.

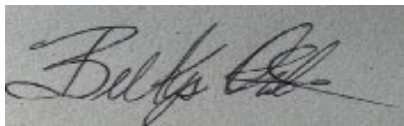
If you have any questions, please contact Michael Ferrara at +1 646 690 4313.

Morgan Stanley Senior Funding, Inc.

Stonehill Institutional Partners, L.P.

**By: Stonehill Capital Management, LLC, its Investment
Adviser**

By:



Name: Belkys Ortiz

Title: Attorney-in-fact

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*

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: 02/06/2024**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 [REDACTED]	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: [REDACTED] 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 herein, Morgan Stanley Senior Funding, Inc. shall not be required to pay (in the aggregate) more than one-half of one Agent transfer fee for transactions (specified in this or any other Confirmation related to this trade) allocated by an investment manager or advisor to multiple funds or accounts.

Please see attached under "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.

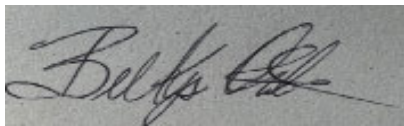
If you have any questions, please contact Michael Ferrara at +1 646 690 4313.

Morgan Stanley Senior Funding, Inc.

Stonehill Master Fund Ltd.

**By: Stonehill Capital Management, LLC, its Investment
Adviser**

By:



Name: Belkys Ortiz

Title: Attorney-in-fact

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.

Trade Date: 02/02/2024

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

☒ 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 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:**

<u>Purchase Amount</u>	<u>Type of Debt</u>	<u>Facility</u>	<u>CUSIP</u>
USD [REDACTED]	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 specified herein, Bank of America, N.A. shall not be required to pay (in the aggregate) more than one full Agent transfer fee for the transactions (specified in this or any other Confirmation) allocated by an investment manager or advisor to multiple funds or accounts.

PLEASE SEE RIDER A ATTACHED.

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 Institutional Partners, L.P.

By: Stonehill Capital Management, LLC, its Investment Adviser

By: [Signature]
Name: Kelly Candia
Title: VP

By: Wang Mei Lan
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, 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.

Trade Date: 02/08/2024**Seller:** Bank of America, N.A. or one of its affiliates☒ 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 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:**

<u>Purchase Amount</u>	<u>Type of Debt</u>	<u>Facility</u>	<u>CUSIP</u>
USD [REDACTED]	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 specified herein, Bank of America, N.A. shall not be required to pay (in the aggregate) more than one full Agent transfer fee for the transactions (specified in this or any other Confirmation) allocated by an investment manager or advisor to multiple funds or accounts.

PLEASE SEE RIDER A ATTACHED.

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 Institutional Partners, L.P.

By: Stonehill Capital Management, LLC, its Investment Adviser

By: [Signature]
Name: Kelly Laufer
Title: VP

By: Wang Mei Lau
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 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

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:**

<u>Purchase Amount</u>	<u>Type of Debt</u>	<u>Facility</u>	<u>CUSIP</u>
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:**

Unless otherwise specified herein, Bank of America, N.A. shall not be required to pay (in the aggregate) more than one full Agent transfer fee for the transactions (specified in this or any other Confirmation) allocated by an investment manager or advisor to multiple funds or accounts.

PLEASE SEE RIDER A ATTACHED.

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: [Signature]
Name: Kelly Candia
Title:

By: Wang Mei Lan
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.

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Trade Date: 02/08/2024**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:**

<u>Purchase Amount</u>	<u>Type of Debt</u>	<u>Facility</u>	<u>CUSIP</u>
USD [REDACTED]	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:**

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- ☐ 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:**

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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: Kelly Candis
Name: Kelly Candis
Title: VP

By: Wang Mei Lau
Name: Doris Lau
Title: CFO

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Schedule 12-A

Corporate Ownership Statement for Diameter Petitioning Creditors

**Schedule 12-A – No Corporate Ownership Statement Required
for Diameter Petitioning Creditors**

Each of the petitioning creditors identified on Schedule 12-B attached hereto (each a “Diameter Petitioning Creditor” and collectively, the “Diameter Petitioning Creditors”) 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

Schedule 12-B to Tangible Play, Inc. Involuntary Bankruptcy Petition
Claim Detail for Diameter Capital Petitioning Creditors

Name of Petitioning Creditor	Nature of Claim	Amount of the Claim Above the Value of Any Lien*	Corporate Entities <u>Directly or 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?
DIAMETER DISLOCATION MASTER FUND LP	Term loan holdings	\$ [REDACTED]	N/A	No
Diameter Dislocation Master Fund II LP	Term loan holdings	\$ [REDACTED]	N/A	No
DIAMETER MASTER FUND LP	Term loan holdings	\$ [REDACTED]	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:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (___)

**CORPORATE OWNERSHIP STATEMENT OF ELLINGTON PETITIONING
CREDITORS**

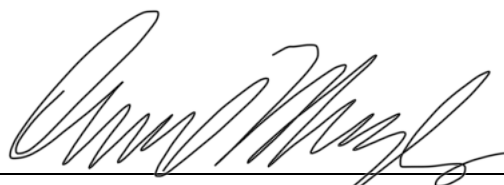
Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, Ellington CLO III, Ltd. and Ellington Special Relative Value Fund LLC (each an “Ellington Petitioning Creditor” and collectively, the “Ellington Petitioning Creditors”) hereby submit this consolidated corporate ownership statement (this “Corporate Ownership Statement”) in connection with the involuntary chapter 11 bankruptcy petition filed against Tangible Play, Inc. (“Tangible Play”). 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, Tangible Play), 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.

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 Tangible Play on behalf of each Ellington Petitioning Creditor. I declare under penalty of perjury that I have reviewed this Corporate Ownership Statement and **Schedule 13-B** 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

A handwritten signature in black ink, appearing to read "Daniel Margolis", is written over a horizontal line.

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

Schedule 13-B to Tangible Play, Inc. Involuntary Bankruptcy Petition**Claim Detail for Ellington CLO III, Ltd. and Ellington Special Relative Value Fund LLC**

Name of Petitioning Creditor	Nature of Claim	Amount of the Claim Above the Value of Any Lien*	Corporate Entities <u>Directly or 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?
Ellington CLO III, Ltd.	Term loan holdings	\$ [REDACTED]	None	No
Ellington Special Relative Value Fund L.L.C.	Term loan holdings	\$ [REDACTED]	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:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (____)

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 Tangible Play, Inc. (“Tangible Play”). 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, Tangible Play), 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 Tangible Play 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:

Tangible Play, Inc.

Alleged Debtor.

Chapter 11

Case No. 24-_____ - (___)

**CORPORATE OWNERSHIP STATEMENT OF CONTINENTAL CASUALTY
COMPANY**

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 Tangible Play, Inc. (“Tangible Play”). 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, Tangible Play), 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 Tangible Play on behalf of the CCC Petitioning Creditor. I declare under penalty of

perjury that I have reviewed this Corporate Ownership Statement and **Schedule 15-B** 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: 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

Schedule 15-B to Tangible Play, Inc. Involuntary Bankruptcy Petition
Claim Detail for Continental Casualty Company

Name of Petitioning Creditor	Nature of Claim	Amount of the Claim Above the Value of Any Lien*	Corporate Entities <u>Directly or 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?
Continental Casualty Company	Term loan holdings	\$ [REDACTED]	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 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.

**Schedule 16-A – No Corporate Ownership Statement Required
for India Credit Solutions, L.P.**

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.

Schedule 16-B to Tangible Play, Inc. Involuntary Bankruptcy Petition
Claim Detail for India Credit Solutions, L.P.

Name of Varde Petitioning Creditor	Nature of Claim	Above the Value of Any Lien*	Corporate Entities <u>Directly or Indirectly</u> Owning 10% or More of Petitioning Creditor's Stock	Has There Been a Transfer of the Claim by or to the Petitioning
India Credit Solutions, L.P.	Term loan holdings	\$ [REDACTED]	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.