Fill in this information to identify the case:
United States Bankruptcy Court for the:
District of Delaware (State) Case number (If known): Chapter 11

Official Form 205

Involuntary Petition Against a Non-Individual

12/15

☐ Check if this is an amended filing

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 Chapte	er of the Bankruptcy Code Und	ler Which Petit	on Is Filed
Chapter of the Bankruptcy Code	Check one: Chapter 7 Chapter 11		
Part 2: Identify the Debtor	,		
2. Debtor's name	Tangible Play, Ir	nc.	
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		
($\frac{4}{\text{EIN}} \frac{6}{} - \frac{1}{} \frac{7}{} \frac{1}{} \frac{9}{} \frac{3}{}$	3 1	
5. Debtor's address	Principal place of business		Mailing address, if different
	228 Hamilton Avenue, Number Street		Number Street
	Floor 3		P.O. Box
	Palo Alto	_CA 94301	2
	City	State ZIP Code	City State ZIP Code
			Location of principal assets, if different from principal place of business
	Santa Clara County		-
	County		Number Street
Official Form 205	Involuntary Petition	on Against a Non-	ndiviquai 2411161240927000000000120

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 2 of 368

Do	Tangible Play, Ind	Case number /# /e	nown)
De	Name	Case number (# M	iowij
6.	Debtor's website (URL)	https://www.playosmo.com	
7.	Type of debtor	Corporation (including Limited Liability Company (LLC) and Limited 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	□ No □ Yes. Debtor BYJU's Alpha, Inc.	Former Affiliate Relationship
	pending by or against any partner or affiliate of this debtor?	District Delaware Date filed 02/01/2024 MM / DD / YYYY	Case number, if known24-10140 (JTD)
		Debtor	Relationship
		District Date filed	·
		*Tangible Play, Inc. was an affiliate of BYJU's Alpha, Inc.	
		Company LLC, one of the Petitioning Creditors, took contri	
		being administered in the case captioned <i>In re: BYJU's Alp.</i>	
Pa	Report About the	Case Petitioning Creditors check this box 9 to disclose the former	er affiliation to BYJU's Alpha, Inc.
10.	Venue	Check one:	
		Over the last 180 days before the filing of this bankruptcy, the debto business, or principal assets in this district longer than in any other	or had a domicile, principal place of district.
		☐ A bankruptcy case concerning debtor's affiliates, general partner, or	r partnership is pending in this district.
11	Allegations	Each petitioner is eligible to file this petition under 11 U.S.C. § 303(b).	
	, raioganono	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, ur fide dispute as to liability or amount.	nless they are the subject of a bona
		☐ Within 120 days before the filing of this petition, a custodian, other t agent appointed or authorized to take charge of less than substantial debtor for the purpose of enforcing a lien against such property, was	ally all of the property of the
12.	Has there been a	□ No	
	transfer of any claim against the debtor by or to any petitioner?	Yes. Attach all documents that evidence the transfer and any staten Rule 1003(a).	nents required under Bankruptcy

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 3 of 368

3. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	See Schedule1 -B annexed here	eto - claim detail for HPS Petitioning Creditors	\$
			\$
			\$
		Total of petitioners' claims	\$

Part 4: Request for Relief

along with the signature of the petitioner's attorney.

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

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

Petitioners or Petitioners'	Representative		Attorneys		
	ot Partners, LLC on Creditors identified oor 33 NY State of petitioner's representations	on Schedule 1-B 10019 ZIP Code	G. David Dean Printed name Cole Schotz P.C. Firm name, if any 500 Delaware Avenue, S Number Street Wilmington City Contact phone (302) 652-3 Bar number No. 6403 State Delaware	DE State	19801 ZIP Code @ coleschotz.com
Executed on 05/21/2024 MM / DD / YYYY DocuSigned by: Signature of petitioner of representations.	7 2	Managing Director	/s/ G. David Dean Signature of attorney Date signed O6/04/2024 MM / DD / Y		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 4 of 368

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 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.

Part 4:

Request for Relief

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

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

Petitioners or Petition	ers' Representative		Attorneys		
Name and mailing add	dress of petitioner				
TBK Bank, SSB	•		G. David Dean		
Name			Printed name		
12700 Bark Contr	12700 Park Central Drive, Ste 1700		Cole Schotz P.C.		
Number Street	al Drive, Ste 1700		Firm name, if any		
Dallas	TX	75251	500 Delaware Avenue,	Suite 1410	
City	State	ZIP Code	Number Street		_
			Wilmington	DE	19801
Name and mailing add	lress of petitioner's repr	esentative if any	City	State	ZIP Code
Name	General Counsel & Cor al Drive, Ste 1700	poratio costicitary	Contact phone (302) 652-3	Email dada.	@coleschotz.com
Dallas	TX	75271	State Delaware		
City I declare under penalty	State of perjury that the foregoi	ZIP Code			
Executed on 05/22/20)24	.g .ee ee ee	/s/ G. David Dean		
Docusigned by:	* * * * *		Signature of attorney		
764B449E17954A1	epresentative, including repre	sentative's tit l e	06/04/2024 Date signed	<u></u>	
3 '			MM / DD / YY	YY	

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 5 of 368

	Tangible Play	, Inc.	Ca	ase number (if known)		
Each petitioner's claim	Name of petiti	ioner	Nat	ure of petitioner's claim		Amount of the cla above the value of any lien
	See Schedule	3-B annexed hereto -	claim detail for	Redwood Petitioning	g Creditors	\$
						\$
						\$
				Total of petitioners' of	elaims	\$
additional petitioning credito statement under penalty of palong with the signature of the Request for Relief	perjury set out in F the petitioner's atte	Part 4 of the form, follow orney.	wed by each add	ditional petitioner's (o	r representat	ive's) signature,
WARNING Bankruptcy fraud \$500,000 or imprisonment for u		•			can result in f	ines up to
Petitioners request that an order petitioning creditor is a corporation for a proper appointed to the properties of the properties appointed to the properties of the properti	ation, attach the cor	rporate ownership statem	ent required by E	Bankruptcy Rule 1010(k	o). If any petition	
I have examined the information	on in this document	and have a reasonable b	pelief that the info	ormation is true and cor	rrect.	
Petitioners or Petitioners' Re	epresentative		Attorneys			
Name and mailing address o	of petitioner					
_	-		G. David D)ean		
Redwood Capital Management, LL	LC on b	pehalf of the	G. David D)ean		
Redwood Capital Management, LL	LC on b		Printed name Cole Scho	tz P.C.	· · · · · · · · · · · · · · · · · · ·	
Redwood Capital Management, LL Name Redwood Petitioning 250 West 55th Street, 26th Floor	LC on b		Printed name	tz P.C.		
Redwood Capital Management, LL Name Redwood Petitioning 250 West 55th Street, 26th Floor Number Street	on bg Creditors identit	fied on Schedule 3-B	Printed name Cole Scho Firm name, if a	tz P.C.	410	
Redwood Capital Management, LL Name Redwood Petitioning 250 West 55th Street, 26th Floor Number Street New York	Con b	fied on Schedule 3-B	Printed name Cole Scho Firm name, if a	tz P.C. _{ny} vare Avenue, Suite 1	410	
Redwood Capital Management, LL Name Redwood Petitioning 250 West 55th Street, 26th Floor Number Street New York	on bg Creditors identit	fied on Schedule 3-B	Cole School Firm name, if a 500 Delaw Number Streen	tz P.C. ny vare Avenue, Suite 1 et		10901
Redwood Capital Management, LL Name Redwood Petitioning 250 West 55th Street, 26th Floor Number Street New York City	on by Creditors identified NY State	fied on Schedule 3-B 10019 ZIP Code	Printed name Cole Scho Firm name, if a 500 Delaw	tz P.C. ny vare Avenue, Suite 1 et	410 	19801 ZIP Code
Redwood Capital Management, LL Name Redwood Petitioning 250 West 55th Street, 26th Floor Number Street New York City Name and mailing address o	on by Creditors identified NY State	fied on Schedule 3-B 10019 ZIP Code	Printed name Cole Scho Firm name, if a 500 Delaw Number Stre Wilmington	tz P.C. ny vare Avenue, Suite 1 et n	DE State	ZIP Code
Redwood Capital Management, LL Name Redwood Petitioning 250 West 55th Street, 26th Floor Number Street New York City Name and mailing address o	on by Creditors identified NY State	fied on Schedule 3-B 10019 ZIP Code	Printed name Cole Scho Firm name, if a 500 Delaw Number Stre Wilmington	tz P.C. ny vare Avenue, Suite 1 et n	DE State	ZIP Code
Redwood Capital Management, LL Name Redwood Petitioning 250 West 55th Street, 26th Floor Number Street New York City Name and mailing address of Ruben Kliksberg Name	on by Creditors identified NY State	fied on Schedule 3-B 10019 ZIP Code	Cole School Firm name, if a 500 Delaw Number Stre Wilmington City	tz P.C. ny vare Avenue, Suite 1 et n	DE State	ZIP Code
Redwood Capital Management, LL Name Redwood Petitioning 250 West 55th Street, 26th Floor Number Street New York City Name and mailing address o Ruben Kliksberg Name 250 West 55th Street, 25th Floor	g Creditors identit	fied on Schedule 3-B 10019 ZIP Code	Cole School Firm name, if a 500 Delaw Number Stre Wilmington City	tz P.C. ny vare Avenue, Suite 1 et n	DE State	ZIP Code
Redwood Capital Management, LL Name Redwood Petitioning 250 West 55th Street, 26th Floor Number Street New York City Name and mailing address o Ruben Kliksberg Name 250 West 55th Street, 25th Floor	g Creditors identit	fied on Schedule 3-B 10019 ZIP Code	Printed name Cole Scho Firm name, if a 500 Delaw Number Stre Wilmingtor City Contact phone	tz P.C. ny vare Avenue, Suite 1 et n (302) 652-3131	DE State	ZIP Code
Redwood Capital Management, LL Name Redwood Petitioning 250 West 55th Street, 26th Floor Number Street New York City Name and mailing address o Ruben Kliksberg Name 250 West 55th Street, 25th Floor	g Creditors identit	fied on Schedule 3-B 10019 ZIP Code	Printed name Cole Scho Firm name, if a 500 Delaw Number Stre Wilmingtor City Contact phone	tz P.C. yare Avenue, Suite 1 et n (302) 652-3131	DE State	
Redwood Capital Management, LL Name Redwood Petitioning 250 West 55th Street, 26th Floor Number Street New York City Name and mailing address of Ruben Kliksberg Name 250 West 55th Street, 25th Floor Number Street New York	g Creditors identif	fied on Schedule 3-B 10019 ZIP Code resentative, if any	Printed name Cole Scho Firm name, if a 500 Delaw Number Stre Wilmington City Contact phone Bar number	tz P.C. ny vare Avenue, Suite 1 et n (302) 652-3131	DE State	ZIP Code
New York City Name and mailing address of Ruben Kliksberg Name 250 West 55th Street, 25th Floor Number Street New York City I declare under penalty of perjute 05/20/2024	g Creditors identif	10019 ZIP Code resentative, if any 10019 ZIP Code 10019 ZIP Code	Printed name Cole Scho Firm name, if a 500 Delaw Number Stre Wilmingtor City Contact phone Bar number State	tz P.C. ny vare Avenue, Suite 1 et n (302) 652-3131	DE State	ZIP Code
Redwood Capital Management, LL Name Redwood Petitioning 250 West 55th Street, 26th Floor Number Street New York City Name and mailing address of Ruben Kliksberg Name 250 West 55th Street, 25th Floor Number Street New York City I declare under penalty of perjuto 05/20/2024	On by Greditors identified and the state of petitioner's representation of petitioner's repre	10019 ZIP Code resentative, if any 10019 ZIP Code 10019 ZIP Code	Printed name Cole Scho Firm name, if a 500 Delaw Number Stre Wilmingtor City Contact phone Bar number State	tz P.C. rare Avenue, Suite 1 et n (302) 652-3131 _No. 6403 _Delaware	DE State	ZIP Code
Redwood Capital Management, LL Name Redwood Petitioning 250 West 55th Street, 26th Floor Number Street New York City Name and mailing address of Ruben Kliksberg Name 250 West 55th Street, 25th Floor Number Street New York City I declare under penalty of perjuto5/20/2024 Executed on	On by Greditors identified and the state of petitioner's representation of petitioner's repre	10019 ZIP Code resentative, if any 10019 ZIP Code 10019 ZIP Code	Printed name Cole Scho Firm name, if a 500 Delaw Number Stre Wilmingtor City Contact phone Bar number State	tz P.C. ny vare Avenue, Suite 1 et n (302) 652-3131 _No. 6403 _Delaware David Dean	DE State	ZIP Code

MM / DD / YYYY

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 6 of 368

Debtor Tangible Play, Inc. Case number (# known)____

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
	See Schedule 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

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

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

Petitioners or Petitioners	3' Representative		Attorneys		
Name and mailing address Veritas Capital Credit Opportunities Fund Si Name	PV, L.L.C. and Veritas Capital Credit C	pportunities Fund II SPV, L.L.C.	G. David Dean Printed name Cole Schotz P.C.		
9 West 57th Street, 3	32110 F1001		Firm name, if any		
New York City	NY State	10019 ZIP Code	500 Delaware Ave	nue, Suite 1410	
			Wilmington	DE	19801
Name and mailing addre	ss of petitioner's rep	esentative, if any	City	State	ZIP Code
Mark Basile, Preside			No. 640		@coleschotz.com
9 West 57th Street, 3	32110 F1001		Bar number NO. 040		
New York City	NY State	10019 ZIP Code	State Delawa	re	
I declare under penalty of perjury that the foregoing is true and correct. Executed on05/29/2024		/s/ G. David De	an		
			Signature of attorney		
Signature of petitioner or repre	esentative, including repre	sentative's title	Date signed 06/04/2		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 7 of 368

otor Name	Tangible Play, Inc.	Case number (if known)	
Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the clai above the value of any lien
	See Schedule 5-B annexed here	to - claim detail for HGV BL SPV, LLC	
			\$
		Tatal of a skilling and algin	\$
		Total of petitioners' clair	s
•	rjury set out in Part 4 of the form, follow	representative, and the petitioner's attor	-
	is a serious crime. Making a false stateme to to 20 years, or both. 18 U.S.C. §§ 152, 1	ent in connection with a bankruptcy case ca	n result in fines up to
I have examined the information Petitioners or Petitioners' Rep		pelief that the information is true and correct Attorneys	vt.
Name and mailing address of	petitioner		
HGV BL SPV, LLC Name		G. David Dean Printed name	
330 Madison Avenue, 21st F	FL	Cole Schotz P.C. Firm name, if any	
New York	NY 10017	500 Delaware Avenue, Suite 1410	0
City	State ZIP Code	Number Street	
			DE 19801 ZIP Code
Mandy Lam	petitioner's representative, if any	(000) 050 0404	
Name		Contact phone (302) 652-3131 Ema	ail ddean@coleschotz.co
330 Madison Avenue, 21st	FL	Bar number <u>No. 6403</u>	
Number Street			
New York	NY 10017	State Delaware	
City	State ZIP Code		
I declare under penalty of perjur	ry that the foregoing is true and correct.		
Executed on MM / DD / YYYYY DocuSigned by:		≰s/ G. David Dean	
Mardy for	General Counsel	Signature of attorney	
C1A52651099540D Signature of petitioner or representat		06/04/2024 Date signed	
Signature of petitioner or representat	tive, including representative's title	MM / DD / YYYY	

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 8 of 368

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 7-B annexed hereto - claim detail for Mid	town 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

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

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

Petitioners or Petitioners'	Representative		Attorneys			
Name and mailing address Midtown Acquisitions GP LLC, as	•	m Acquisitions L.P.	G. David [Dean		
Name	•		Printed name			
520 Madison Avenue,	30th Floor		Cole Scho			
New York	NY	10022	500 Delav	vare Avenue, Su	ite 1410	
City	State	ZIP Code	Number Stre			
			Wilmingto	n	DE	19801
Name and mailing address	of petitioner's rep	resentative, if any	City		State	ZIP Code
Shulamit Leviant			Contact phone	(302) 652-3131	_{Email} <u>ddear</u>	@coleschotz.com
520 Madison Avenue,	30th Floor		Bar number	No. 6403		
New York City	NY State	10022 ZIP Code	State	Delaware		
I declare under penalty of per		ng is true and correct.	4. /s/ G. Di	avid Dean		
Executed on _U6/U4/2024 MM / DD / YYY	Υ		Signature of att			
X Sludy Leviant	Α	Authorized Signatory				
Signature of petitioner or repres	entative, including repre	esentative's title	Date signed	06/04/2024		
				MM / DD / YYYY		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 9 of 368

Debtor Name	Tangible Play, Inc.	Case number (if known)	
13. Each petitioner's	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 h	hereto - claim detail for Silver Point Petitioning Creditors	— \$
			\$
			Φ
		Total of petitioners' claims	
		rotal of politioners dailing	\$
additional petition statement under palong with the sign Part 4: Request f	ing creditor, the petitioner's claim, the petit enalty of perjury set out in Part 4 of the form nature of the petitioner's attorney.	out the information required in Parts 3 and 4 of the fotioner's representative, and the petitioner's attorney. In, followed by each additional petitioner's (or representation of the petition of the petitio	Include the entative's) signature,
	onment for up to 20 years, or both. 18 U.S.C. §		·
petitioning creditor i	s a corporation, attach the corporate ownership	debtor under the chapter of 11 U.S.C. specified in this pe p statement required by Bankruptcy Rule 1010(b). If any certified copy of the order of the court granting recognition	petitioner is a
I have examined the	e information in this document and have a reas	sonable belief that the information is true and correct.	
Petitioners or Petit	tioners' Representative	Attorneys	
Name and mailing	address of petitioner		
Silver Point Capit Name Silver Point 2 Greenwich Plaz	al, L.Pon behalf of the Petitioning Creditors identified on Schedule	G. David Dean Printed name Cole Schotz P.C. Firm name, if any	
Number Street Greenwich, CT 06830 City	State ZIP Code		
Name and mailing	address of petitioner's representative, if an		19801 ZIP Code
Ste	ven Weiser	Contact phone (302) 652-3131 Email dd	ean@coleschotz.com
2 Greenwich Plaza Number Street		Bar numberNo. 6403	
Greenwich, CT 06830 City	State ZIP Code	StateDelaware	
I declare under pen	alty of perjury that the foregoing is true and co		
Executed on _05/15/2	2024 DD / YYYY	/s/ G. David Dean	
IVIIVI / L	Authorized Signatory	Signature of attorney	
Signature of petitioner	or representative, including representative's title	06/04/2024 Date signed	

MM / DD / YYYY

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 10 of 368

Debtor Name	Tangible Play, Inc.		Case number (if known)		
13. Each petitioner's claim	Name of petitioner	N	lature of petitioner's cla	im	Amount of the claim above the value of any lien
	See Schedule 9-B anne	exed hereto - claim detail f	or Shawnee 2022-1	LLC	\$
					\$
					\$
			Total of petitioners	s' claims	\$
If more space is needed to lis the top of each sheet. Follow additional petitioning credito statement under penalty of p along with the signature of th Part 4: Request for Relief WARNING Bankruptcy fraud	ing the format of this form, r, the petitioner's claim, the erjury set out in Part 4 of th ne petitioner's attorney.	, set out the information rec e petitioner's representative ne form, followed by each a	uired in Parts 3 and e, and the petitioner's dditional petitioner's	4 of the form for attorney. Including the formal of the fo	or each lude the tive's) signature,
\$500,000 or imprisonment for u	-				inio ap to
Petitioners request that an order petitioning creditor is a corpora foreign representative appointed. I have examined the information	tion, attach the corporate owr d in a foreign proceeding, att	nership statement required by tach a certified copy of the ord	Bankruptcy Rule 101 der of the court grantin	0(b). If any petit g recognition.	
Petitioners or Petitioners' Re		Attorneys	normation to true and	5011001	
	-	7.4.5.1.5,5			
Name and mailing address of	f petitioner	G. David	Doon		
Shawnee 2022-1 LL		Printed name			
850 Library Avenue, Sui	te 204	Cole Sch			
Number Street Newark	DE 19711		aware Avenue, Suite	1/10	
City	State ZIP C	N	treet	: 1410	
•		Wilming	ton	DE	_19801
Name and mailing address of	f petitioner's representative	City		State	ZIP Code
Donald J. Puglisi, Puglis Name	i & Associates	Contact pho	ne (302) 652-3131	_{Email} ddean	@coleschotz.com
850 Library Avenue, Sui	te 204	Bar number	No. 6403		
Number Street			Deleviere		
Newark City	DE 19711 State ZIP C	State State	Delaware		
I declare under penalty of perjue 06/04/2024 Executed on MM / DD / YYYY DocuSigned by:	ry that the foregoing is true a		David Dean		
Signalité of Belitioner or representa	sole member and a ma		06/04/2024 MM / DD / YYYY	-	

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 11 of 368

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 10-B annexed hereto - claim det	ail 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

Debtor

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

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

Petitioners or Petitioners' Representative	Attorneys
Name and mailing address of petitioner Sentinel Dome Partners, LLC on behalf of the Sentinel Dome Petitioning Creditors identified on Schedule 10-B 1350 Bayshore Hwy, Ste 905 Number Street Burlingame CA 94010 City State 2IP Code Name and mailing address of petitioner's representative, if any Charlene Nyberg, CFO Name 1350 Bayshore Hwy, Ste 905 Number Street Burlingame CA 94010 ZIP Code	G. David Dean Printed name Cole Schotz P.C. Firm name, if any 500 Delaware Avenue, Suite 1410 Number Street Wilmington City DE 19801 ZIP Code Contact phone (302) 652-3131 Email ddean@coleschotz.com Bar number No. 6403 State Delaware
I declare under penalty of perjury that the foregoing is true and correct. Executed on 06/04/2024 MM / DD / YYYYY Signature of petitioner or representative, including representative's title	/s/ G. David Dean Signature of attorney Date signed O6/04/2024 MM / DD / YYYY

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 12 of 368

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 - c	aim 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

Debtor

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

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

Petitioners or Petitioners' Representative		Attorneys		
Name and mailing address of petitioner 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 NY 10022 City State ZIP Code Name and mailing address of petitioner's representative, if any Paul D. Malek, Authorized Signatory		G. David Dean Printed name Cole Schotz P.C. Firm name, if any 500 Delaware Avenue, Sui Number Street Wilmington City Contact phone (302) 652-3131	DE State	19801 ZIP Code
320 Park Ave., 26th Floor Number Street New York City	NY 10022 State ZIP Code	Bar number No. 6403 State Delaware		
I declare under penalty of perjury the Executed on06/04/2024 MM / DD / YYYY Pocusigned by: full Malk Signature of petitioner or representative,		/s/ G. David Dean Signature of attorney Date signed O6/04/2024 OB/04/2024 OB/04/2024 OB/04/2		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 13 of 368

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 12-B annexed here	to - claim detail for Diameter Petitioning Creditors	\$	
			\$	
			\$	
		Total of petitioners' claims	\$	

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

Part 4: Request for Relief

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

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

Petitioners or Petitioners' Representative			Attorneys
Name and mailing addres Diameter Capital Partners L Creditors identified on Sche Name 55 Hudson Yards, Suit Number Street	.P, on behalf of the dule 12-B attached		G. David Dean Printed name Cole Schotz P.C. Firm name, if any
New York	NY	10001	500 Delaware Avenue, Suite 1410
Name and mailing address Shailini Rao, Co-Chief Op Name 55 Hudson Yards, Suit Number Street New York City I declare under penalty of per	perating Officer & one 29B NY State	General Counsel 10001 ZIP Code	Wilmington DE 19801 City State ZIP Code Contact phone (302) 652-3131 Email ddean@coleschotz.com Bar number No. 6403 State Delaware
Executed on 06/04/2024 MM / DD / YYYYY Signature of petitioner or represe		sentative's title	/s/ G. David Dean Signature of attorney Date signed 06/04/2024 MM / DD / YYYY

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 14 of 368

Debtor Name	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 13-B annexed hereto	o - claim detail for Ellington Petitioning Credito	rs
			\$
			\$
		Total of petitioners' claims	\$
the top of each sheet. Follow additional petitioning credito	ing the format of this form, set out the r, the petitioner's claim, the petitioner' erjury set out in Part 4 of the form, follo	Write the alleged debtor's name and the case no information required in Parts 3 and 4 of the form s representative, and the petitioner's attorney. In owed by each additional petitioner's (or representative)	for each nclude the
	is a serious crime. Making a false statem p to 20 years, or both. 18 U.S.C. §§ 152.	nent in connection with a bankruptcy case can result , 1341, 1519, and 3571.	in fines up to
petitioning creditor is a corporat foreign representative appointe	ion, attach the corporate ownership state d in a foreign proceeding, attach a certifie	under the chapter of 11 U.S.C. specified in this petition are trequired by Bankruptcy Rule 1010(b). If any period copy of the order of the court granting recognition be belief that the information is true and correct.	etitioner is a
Petitioners or Petitioners' Re	presentative	Attorneys	
Name and mailing address of	petitioner		
Ellington CLO III, Ltd. and Ellingto	n Special Relative V <u>alue Fund L.L.</u> C	G. David Dean Printed name	
_53 Forest Avenue		Cole Schotz P.C. Firm name, if any	
Number Street _Old Greenwich CT	06880	500 Delaware Avenue, Suite 1410	
City	State ZIP Code	Number Street	40004
Name and mailing address of	petitioner's representative, if any	Wilmington DE City State	<u>19801</u> ZIP Code
Daniel Margolis Name		Contact phone (302) 652-3131 Email ddea	an@coleschotz.com_
_53 Forest Avenue Number Street		Bar number <u>No. 6403</u>	
Old Greenwich City	CT 06880 State ZIP Code	State Delaware	
, , ,	ry that the foregoing is true and correct.	/a/C. David Doon	
Executed on 06/02/2024 MM / DD / YYYY,		/s/ G. David Dean	
x (Mm) Thus Is		Signature of attorney	
Signature of petitioner or representa Daniel Margolis, Ger	ative, including representative's title	Date signed 06/04/2024 MM / DD / YYYY	

Petitioners' managers

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 15 of 368

Debtor Tangible Play, Inc. Case number (# known)____

13. Each petitioner's claim	Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of
			any lien
	GLAS Trust Company LLC, in its capacity as administrative and collateral agent	outstanding principal under term loan	\$_1,189,513,684.78*
			\$
*This amount represents the total princ	ipal term loans outstanding under the Credit and G	Guaranty	\$
	GLAS Trust Company LLC agrees individually, and the erally, to cap their collective secured claim at an amoun collective claims		\$

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

Part 4: Request for Relief

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

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

Petitioners or Petitioners' Representative		Attorneys			
Name and mailing addre	ess of petitioner				
GLAS Trust Company LLC, in its	•	gent and collateral agent	Laura Davis Jones		
Name			Printed name		·
3 Second Street, Suite	206		Pachulski Stang Zio	ehl & Jones LLP	
Number Street			Firm name, if any		
Jersey City	NJ	07311	919 North Market S	Street, 17th Floor	
City	State	ZIP Code	Number Street		
			Wilmington	DE	19801
Name and mailing addre	ess of petitioner's rep	resentative, if any	City	State	ZIP Code
Katie Fischer, GLAS Trust Con Name	mpany LLC, Transaction Ma	nager - Vice President	Contact phone 302-6	652-4100 _{Email} ljones@	②pszjlaw.com
3 Second Street, Suite	206		Bar number 2436		
Number Street Jersey City City	NJ State	07311 ZIP Code	State <u>DE</u>		
I declare under penalty of	perjury that the foregoi	ing is true and correct.			
Executed on 06 / 04 / 2024 MM / DD / YYYY		/s/ Laura Davis Jor Signature of attorney	nes		
Signature of petitioner or repr	resentative, including repre	sentative's title	Date signed	4/2024 DD / YYYY	

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 16 of 368

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 Sche	dule 15-B attached hereto - cla	im detail for Continental Casualty Company	\$
			\$
			\$
		Total of petitioners' claims	\$

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

Part 4: Request for Relief

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

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

Petitioners or Petitioners' Repr	esentative		Attorneys			
Name and mailing address of p	etitioner					
Continental Casualty Comp	anv		G. David Dea	n		
Name	апу		Printed name	<u> </u>		
Name			Cole Schotz P.C	:		
151 North Franklin Street, 15	5th Floor		Firm name, if any			
Number Street			T initialitie, it diriy			
Chicago	IL	60606	500 Delaware A	venue , Suite	1410	
City	State	ZIP Code	Number Street			
			Wilimington		DE	19801
Name and mailing address of p	otitioner's repr	ocontativo if any	City		State	ZIP Code
Name and maining address of p	etitioner s repr	ssentative, it ally				
Amy C. Adams			Contact phone 30	02.652.3131	Email DDean	@coleschotz.com
Name				No. 6403		
151 North Franklin Street			Bar number	110. 0403		
Number Street						
Chicago	IL	60606	State	DE		
City	State	ZIP Code				
I declare under penalty of perjury	that the foregoin	ng is true and correct.				
		CNA	/s/ G. David	d Dean		
Executed on 06/04/2024 MM / DD / YYYY		Approved by Law Dept: Michael Coffey	^			
=x00di0d 0i1	Senio	Approved by Law Dept: Michael Coffey Or Vice President	Signature of attorney	y		
		Michael Coffey	Signature of attorney	•		
Exocuted on	& Tre	or Vice President easurer	Signature of attorney	/04/2024		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 17 of 368

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 16-B annexed hereto - cla	aim detail for India Credit Solutions, L.P.	\$
			\$
			\$
		Total of petitioners' claims	\$

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

Part 4: Request for Relief

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

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

Petitioners or Petitioners' Representative		Attorneys		
Name and mailing addre	ss of petitioner			
			G. David Dean	
India Credit Solution	IS, L.P.		Printed name	
Name				
190 Elgin Avenue			Cole Schotz P.C.	
Number Street			Firm name, if any	
George Town	Grand Ca	ayman KY1-9008	500 Delaware Avenue	. Suite 1410
City	State	ZIP Code	Number Street	<u>,</u>
Oity	Otate	211 0000	Wilmington	Delaware 19801
			Wilmington City	State ZIP Code
Name and mailing addre	ss of petitioner's rep	resentative, if any	City	State ZIF Code
Matthew Mach			Contact phone (302) 652-3	131 _{Email} ddean@coleschotz.com
Name			Contact phone (302) 652-3	Email decario colescio c.com
			N = 0400	
901 Marquette Avenue	S., Suite 3300		Bar number No. 6403	
Number Street				
Minneapolis	MN	55402	State Delaware	
City	State	ZIP Code		
I declare under penalty of	perjury that the forego	ing is true and correct.		
Executed on 06/04/2024			4.0	
Executed on 06/04/2024 MM / DD / YY	/YY		✗ /s/ G. David Dean	
1			Signature of attorney	
	A 11 · · · · · · ·			
11/				
Signature of petitioner or repr	Authorized Signature	· · · · · · · · · · · · · · · · · · ·	Date signed 06/04/2024	4

Table of Contents for Tangible Play, Inc. Involuntary Petition

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 19 of 368

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

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

² See footnote 1.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 20 of 368

Table of Contents for Tangible Play, Inc. Involuntary Petition

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

³ See footnote 1.

Schedule 1-A

Corporate Ownership Statement for HPS Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11
Tangible Play, Inc.		Case No. 24 ()
	Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF HPS PETITIONING CREDITORS

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, the petitioning creditors identified on Schedule 1-B attached hereto (each an "HPS Petitioning Creditor" and collectively, the "HPS Petitioning Creditors") hereby submit this consolidated corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against 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 <u>Schedule 1-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 24 of 368

Dated: May 21, 2024

24776A05F2484DC

DocuSigned by:

Name: Scott Crocombe Title: Managing Director

Company: HPS Investment Partners, LLC

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

Schedule 1-B

Claim Detail for HPS Petitioning Creditors

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

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

Schedule 2-A

Corporate Ownership Statement for TBK Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Tangible Play, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF TBK BANK, SSB

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, TBK Bank, SSB (the "TBK Petitioning Creditor") hereby submits this corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against 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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 29 of 368

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

[Signature Page to Follow]

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 30 of 368

Dated: May 23, 2024

DocuSigned by: 764B449F17954A

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 32 of 368

<u>Schedule 2-B</u> 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*		Has There Been a Transfer of the Claim by or to the Petitioning Creditor?
TBK Bank, SSB	Term loan holdings	\$	BlackRock Inc. (owns 14.4%)	No

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

Schedule 3-A

Corporate Ownership Statement for Redwood Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Tangible Play, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF REDWOOD PETITIONING CREDITORS

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, the petitioning creditors identified on Schedule 3-B attached hereto (each a "Redwood Petitioning Creditor") and collectively, the "Redwood Petitioning Creditors") hereby submit this consolidated corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against 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]

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 36 of 368

Dated: May 24, 2024

Name: Ruben Kilksberg

Title: CEO

Company: Redwood Capital Management, LLC

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

Schedule 3-B

Claim Detail for Redwood Petitioning Creditors

Schedule 3-B to Tangible Play, Inc. Involuntary Bankruptcy Petition Claim Detail for Redwood Petitioning Creditors

		Amount of the Claim		
		Above the Value of Any		
		Lien*		Has There Been a
			Corporate Entities Directly or	Transfer of the Claim
			Indirectly Owning 10% or More	by or to the
Name of Redwood Petitioning Creditor	Nature of Claim		of Petitioning Creditor's Stock	Petitioning Creditor?
BLUE HIAWATHA DD3 LLC	Term loan holdings	\$	NA	Yes
			100% owned by Redwood Master	
Blue Hiawatha LLC	Term loan holdings	\$	Fund, Ltd.	Yes
Redwood Drawdown Master Fund III, LP.	Term loan holdings	\$	NA	Yes
			Redwood Offshore Fund, Ltd. is a	
Redwood Master Fund, Ltd	Term loan holdings	\$	>10% corporated owner	Yes
			Redwood Opportunity Offshore	
			Fund, Ltd. is a >10% corporate	
REDWOOD OPPORTUNITY MASTER FUND, LTD	Term loan holdings	\$	owner	Yes
			Redwood Master Fund, Ltd. and	
			Redwood Opportunity Master	
White Granite LLC	Term loan holdings	\$	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:		Chapter 11
Tangible Play, Inc.		Case No. 24 ()
	Alleged Debtor.	

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

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

- 1. I make this declaration on behalf of Blue Hiawatha DD3 LLC, Blue Hiawatha LLC, Redwood Drawdown Master Fund III, LP., Redwood Master Fund, Ltd, Redwood Opportunity Master Fund, Ltd, and White Granite LLC (each a "Redwood Petitioning Creditor" and collectively, the "Redwood Petitioning Creditors") in the above-captioned involuntary chapter 11 case (the "Bankruptcy Case") filed by Petitioning Creditor and other petitioning creditors against alleged debtor 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 ("<u>Redwood</u>"). 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 <u>Schedules 3-A and 3-B</u> 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.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 42 of 368

Dated: May 24, 2024

Name: Ruben Kliksberg

Title: CEO

Company: Redwood Capital Management, LLC

Exhibit A

Redwood Petitioning Creditor Claim Transfer Supporting Documents

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 44 of 368

Blue Hiawatha - BYJU (Bright) Claim Transfer Supporting Documents

LSTA PAR/NEAR PAR TRADE CONFIRMATION

To:	Blue Hiawatha	LLC
	Buyer MEI:	US0M01H107
	Attention:	Anna Xu
	Phone No.:	
	Fax No.:	
	Email:	
	Address:	
From:	JPMorgan Cha	se Bank, N.A.
	Seller MEI:	US1L019291
	Attention:	Joelle Gavlick
	Phone No.:	
	Fax No.:	0
	Email:	
	Address:	
Date:	06/05/2023	
	We are n	lessed to confirm the following transaction, subject to the Standard Terms

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.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 46 of 368

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees:NoneInitial Term Loan

Credit Documents to be provided:

(if any):

No

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

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

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

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

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

If you have any questions, please contact Collin Wirth at

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 47 of 368

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

fo 2.186/12

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

Toni Healey

By:

Name: Toni Healey

Title: Chief Financial Officer

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 48 of 368

Blue Hiawatha - BYJU Claim Transfer Supporting Documents

Deutsche Bank LMA TRADE CONFIRMATION (BANK DEBT)

То:	Blue Hiawatha LLC		Date: September 2023
Attenti	on: Andy Sullivan		
Distres	e pleased to confirm the following transaction, subsed Trade Transactions (Bank Debt/Claims) of the Date, which are incorporated in this Confirmation.		
1.	Type of transaction: 8.		Pricing:
	☑ Par trade transaction		Purchase Rate: %
	□ Distressed trade transaction	9.	Accrued Interest (other than PIK Interest):
2.	Credit Agreement Details:		□ Settled Without Accrued Interest
	Borrower(s): Byju's Alpha Inc.		□ Paid on Settlement Date
	Agent Bank: GLAS Trust Company LLC		
	Date: 24 November 2021 as amended and/or restated from time to time,		Paid on Settlement Date and Discounted from next roll-over date
	including by Amendment No.8 to Credit Agreement dated as of 12 January 2023		☑ Trades Flat, save as modified by Section 13 (Other Terms of Trade) below.
	Total Facility Amount:	10.	Form of Purchase:
	\$1,200,000,000 (being the aggregate principal amount of the term loan facility under the Credit Agreement, as of the date of the Credit Agreement) Additional Information:		✓ Legal Transfer by Assignment and Assumption (as defined in the Credit Agreement) in form prescribed by the Credit Agreement
	The Credit Agreement is secured by the Liens (as defined in the Credit Agreement).		□ Legal Transfer only
3.	Trade Date: 30 May 2023		☐ Funded Participation using LMA standard form of Funded
4.	Settlement Date: As soon as reasonably practicable		Participation Agreement (par/distressed)
5.	Seller: Deutsche Bank AG, London Branch		☑ If this transaction settles by Funded Participation, the Participation Agreement will grant:
	As ☑ principal		- Voting rights
6.	Buyer: Blue Hiawatha LLC		
	As ☑ principal		☑ Yes □ No
7.	Details of Traded Portion:		- Information rights:
	Name of Tranche/Facility:		☑ Yes (subject to the
	Initial Term Loan		Buyer executing confidentiality agreement as
	Nature (Revolving, Term, Acceptances, Guarantee, Letter of Credit, Other):		per Seller's request and the terms of the Credit
	Term		Agreement)
	Traded Portion of Commitment:		 Collateral for Undrawn commitment:

US\$7,719,800.00

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

14. Other Terms of Trade:

Seller:

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

☑ No

Yes

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

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

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

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 51 of 368

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

SELLER

Contact Person: Suresh Ganesan / Ben Tsang /

Jessie Liu / Gautam Prasad

Fax No.:

E-mail:

Phone No.:

LEI: 7LTWFZYICNSX8D621K86

BUYER

Contact Person: Andy Sullivan

E-mail:

Phone No.:

DEUTSCHE BANK AG, LONDON BRANCH

Ву:

Name:

Title:

Ben Tsang

Date:

By:

Name:

Title:

Jessie Liu Director

Date:

BLUE HIAWATHA LLC.

By: Tani Healey

Name: Toni Healey

Title: Authorized Signatory



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

US\$2,709,700.00

			ο,	Yes	\square	No	
10.	Transaction	Docum	nent	atio	n:		
	To be prepare	ed by:	☑	Sell	er		
				Buy	ег		
11.	Credit Docu by Seller :	menta	tion	to l	be pro	ovided	
	☐ Yes	☑	No				
12.	Process Age	ents:					
	Buyer:	☐ Ye	s	☑	No		
	Seller:	☐ Ye	s	Ø	No		

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

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

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

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

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

SELLER

Contact Person: Suresh Ganesan / Ben Tsang /

Jessie Liu / Gautam Prasad

Fax No.:

E-mail:

Phone No.:

LEI: 7LTWFZYICNSX8D621K86

BUYER

Contact Person: Andy Sullivan

E-mail:

Phone No.:

DEUTSCHE BANK AG, LONDON BRANCH

Director

Ву:

Name:

Title:

Date:

By:

Name:

Title:

Date:

Jessie Liu Director **BLUE HIAWATHA LLC.**

By: Tani Healey

Name: Toni Healey

Title: Authorized Signatory

Date: 09/15/2023

- 3 -

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 55 of 368

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

LSTA PAR/NEAR PAR TRADE CONFIRMATION

Blue Hiawatha	DD3 LLC
Buyer MEI:	US0M01H0Z8
Attention:	Anna Xu
Phone No.:	
Fax No.:	
Email:	
Address:	
JPMorgan Cha	
Seller MEI:	US1L019291
	Joelle Gavlick
Fax No.:	0
Email:	
Address:	
06/05/2023	
	Buyer MEI: Attention: Phone No.: Fax No.: Email: Address: JPMorgan Chai Seller MEI: Attention: 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:	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.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 57 of 368

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

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

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

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

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

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

If you have any questions, please contact Collin Wirth at

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 58 of 368

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

fo 2.186/12

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

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 59 of 368

Blue Hiawatha DD3 - BYJU Claim Transfer Supporting Documents



To:	Blue I	Hiawatha	DD3.	LLC
	Diac i	namatila	DDU,	

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
- 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: 30 May 2023
- Settlement Date: As soon as reasonably practicable
- Seller: Deutsche Bank AG, London Branch

As I principal

6. Buyer: Blue Hiawatha DD3, 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\$4,280,200.00

8. Pricing:

Purchase Rate:

:

- 9. 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
- 10. 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:

☐ Yes	No

□ Buver

11. Transaction Documentation:

To be prepared by: ☑ Seller

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

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 62 of 368

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

SELLER

Contact Person: Suresh Ganesan / Ben Tsang /

Jessie Liu / Gautam Prasad

Fax No.:

E-mail:

Phone No.:

LEI: 7LTWFZYICNSX8D621K86

BUYER

Contact Person: Andy Sullivan

E-mail:

Phone No.:

DEUTSCHE BANK AG, LONDON BRANCH

Ву:

Name:

Title:

Date:

Ву:

Name:

Title:

Jessie Liu Director

Date:

BLUE HIAWATHA DD3, LLC

By: Tani Healey

Name: Toni Healey

Title: Authorized Signatory

Date: 09/15/2023



To:	Blue Hiawatha DD3, LLC		Date: September 2023		
Attentic	on: Andy Sullivan				
Distres	pleased to confirm the following transaction, subje sed Trade Transactions (Bank Debt/Claims) of the Date, which are incorporated in this Confirmation.				
1.	Type of transaction:	P	Pricing:		
	☑ Par trade transaction	F	Purchase Rate:		
	□ Distressed trade transaction		Accrued Interest (other than PIK nterest):		
2.	Credit Agreement Details:		Settled Without Accrued Interest		
	Borrower(s): Byju's Alpha Inc.		Paid on Settlement Date		
	Agent Bank: GLAS Trust Company LLC	85.			
	Date: 24 November 2021 as amended		Paid on Settlement Date and Discounted from next roll-over date		
	and/or restated from time to time, including by Amendment No.8 to Credit	⊡	☑ Trades Flat, save as modified by		
	Agreement dated as of 12 January 2023		Section 13 (Other Terms of Trade)		
	Total Facility Amount:		below.		
	\$1,200,000,000 (being the aggregate). F	Form of Purchase:		
	principal amount of the term loan facility under the Credit Agreement, as of the	⊡	Legal Transfer by Assignment and		
	date of the Credit Agreement)		Assumption (as defined in the Credit		
	Additional Information:		Agreement) in form prescribed by the Credit Agreement		
	The Credit Agreement is secured by the				
	Liens (as defined in the Credit Agreement).		☐ Legal Transfer only		
3.	Trade Date: 31 May 2023				
	-		standard form of Funded Participation Agreement		
4.	Settlement Date: As soon as reasonably practicable		(par/distressed)		
5.	Seller: Deutsche Bank AG, London Branch	⊡	If this transaction settles by Funded Participation		
	As ☑ principal		Agreement will grant:		
6.	Buyer: Blue Hiawatha DD3, LLC		- Voting rights		
	As ☑ principal		☑ Yes □ No		
7.	Details of Traded Portion:		- Information rights:		
	Name of Tranche/Facility:				
	Initial Term Loan				
	Nature (Revolving, Term, Acceptances,		confidentiality agreement as		
	Guarantee, Letter of Credit, Other):		per Seller's request and the terms of the Credit		
	Term		Agreement)		
	Traded Portion of Commitment:		- Collateral for Undrawn		

commitment:

US\$ 1,190,300.00

		۵	Yes	☑	No	
10.	Transaction Docur	men	tatio	n:		
	To be prepared by:	\square	Sell	er		
			Buy	er		
11.	Credit Documenta by Seller :	ation	to	be pr	ovided	
	☐ Yes	No				
12.	Process Agents:					
	Buyer: ☐ Ye	es	☑	No		
	Seller:	es	\square	No		

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

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

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

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

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

SELLER

Contact Person: Suresh Ganesan / Ben Tsang /

Jessie Liu / Gautam Prasad

Fax No.:

E-mail:

Phone No.:

LEI: 7LTWFZYICNSX8D621K86

BUYER

Contact Person: Andy Sullivan

E-mail:

Phone No.:

DEUTSCHE BANK AG, LONDON BRANCH

Ву:

Name:

Title:

Ben Tsang

Date:

By:

Name:

Title:

Jessie Liu Director

Date:

BLUE HIAWATHA DD3, LLC

By: Toni Healey

Name: Toni Healey

Title: Authorized Signatory

Date: 09/15/2023

DD3 - BYJU Claim Transfer Supporting Documents

LSTA PAR/NEAR PAR TRADE CONFIRMATION

To:	Redwood Drawd	lown Master Fund III LP		
	Buyer MEI:	KY0M0089W6		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	Morgan Stanley	Bank, N.A.		
	Seller MEI:	US1L094930		
	Attention:	Angelo Went		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	08/15/2022			
	We are ple	ased to confirm the following transaction, subje	ct to the Standard Te	erms and Conditions for Par/Near Pa
Trade	Confirmations (th	e "Standard Terms and Conditions") published	by The Loan Syndica	ations and Trading Association, Inc.
		cember 1, 2021, which Standard Terms and Co	-	-
		except as otherwise agreed herein by the part	_	· · · · · · · · · · · · · · · · · · ·
Terms	of Trade" section	below. The parties hereto agree to submit any di	spute as to the reasona	ableness of a buy-in or sell-out price to
		cordance with the LSTA "Rules Governing Arbit	_	· · · · · · · · · · · · · · · · · · ·
Trades	that Do Not Settl	e by BISO Trigger Date" in existence on the Trac	de Date, and to comply	y with any award or decision issued in
		arbitration proceeding. Capitalized terms used		
meanin	gs ascribed theret	o in the Standard Terms and Conditions.		
Trade	Date:	08/12/2022		
Seller:		Morgan Stanley Bank, N.A.		✓ Principal Agent
Buyer	:	Redwood Drawdown Master Fund III LP		✓ Principal ☐ Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT, Private Limited, a company established under		
		U80903KA2011PTC061427 (the "Parent Guar "Borrower"), certain Subsidiaries of the Parent Guarantors" and each individually, an "Initial (collectively, the "Lenders" and individually, a liability company organized and existing under Agent and as Collateral Agent.	antor"), BYJU's Alph Guarantor (together v Guarantor"), each lend "Lender"), and GLA	a, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial ler from time to time party thereto S Trust Company LLC, a limited
Borro	wer:	BYJU's Alpha, Inc.		

Doc 1 Filed 06/05/24 Page 68 of 368 Case 24-11163-BLS

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: Initial Term Loan None

(if any):

Credit Documents No to be provided:

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

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

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

Name: Terence Lean

Title: Authorized Signatory

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

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

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

Morgan Stanley

LSTA PAR/NEAR PAR TRADE CONFIRMATION

To:	Redwood Draw	down Master Fund III LP		
	Buyer MEI:	KY0M0089W6		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	Morgan Stanle	y Senior Funding, Inc.		
	Seller MEI:	US1L022337		
	Attention:	Angelo Went		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	08/17/2022			
	We are nle	eased to confirm the following transaction, su	bject to the Standard Te	erms and Conditions for Par/Near Pa
binding Trades connec	g arbitration in action that Do Not Sett tion with such a	below. The parties hereto agree to submit any accordance with the LSTA "Rules Governing A le by BISO Trigger Date" in existence on the Tanarbitration proceeding. Capitalized terms uto in the Standard Terms and Conditions.	rbitration between Loan Trade Date, and to comply	Traders with regard to Cover Price for y with any award or decision issued in
Trade	Date:	08/16/2022		
Seller:		Morgan Stanley Senior Funding, Inc.		✓ Principal Agent
Buyer:		Redwood Drawdown Master Fund III LP		Principal Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT Private Limited, a company established und U80903KA2011PTC061427 (the "Parent G"Borrower"), certain Subsidiaries of the Par Guarantors" and each individually, an "Init (collectively, the "Lenders" and individuall liability company organized and existing un Agent and as Collateral Agent.	ler the laws of India with of buarantor"), BYJU's Alpha rent Guarantor (together with Guarantor"), each lend y, a "Lender"), and GLAS	corporate identification number a, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial ler from time to time party thereto S Trust Company LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 71 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No to be provided:

Trade Specific
Other Terms of Trade:

Recordation Fee is waived.

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

If you have any questions, please contact Dustin Dombrycz at

Morgan Stanley Senior Funding, Inc.

Name: Terence Lean

By:

Title: Authorized Signatory

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

Toni Healey

By:

Name: Toni Healey

Title: Chief Financial Officer

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

To:	Redwood Drawd	own Master Fund III LP			
	Buyer MEI:	KY0M0089W6			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	Morgan Stanley	Bank, N.A.			
	Seller MEI:	US1L094930			
	Attention:	Angelo Went			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	09/02/2022				
(the "L modific Terms binding Trades connec	STA") as of Deceation whatsoever of Trade" section graphitration in acceptant Do Not Settle tion with such an gs ascribed therete. Date:	e "Standard Terms and Conditions") published ember 1, 2021, which Standard Terms and Conditions and Conditions and Conditions and Conditions. The parties hereto agree to submit any dispordance with the LSTA "Rules Governing Arbitation by BISO Trigger Date" in existence on the Trace arbitration proceeding. Capitalized terms used to in the Standard Terms and Conditions. 109/01/2022 Morgan Stanley Bank, N.A. Redwood Drawdown Master Fund III LP	onditions are incorporative and specifically set spute as to the reasonable ration between Loan T. de Date, and to comply	ted herein by a t forth in the ' lleness of a buy raders with reg with any awar	reference without any "Trade Specific Other y-in or sell-out price to gard to Cover Price for d or decision issued in on have the respective Agent
Credit Agreement: CREDIT AND GUARANTY AGREEMENT, date Private Limited, a company established under the U80903KA2011PTC061427 (the "Parent Guarante" "Borrower"), certain Subsidiaries of the Parent Guarantors" and each individually, an "Initial Guarantors" and individually, a "Lability company organized and existing under the Agent and as Collateral Agent.		the laws of India with c rantor"), BYJU's Alpha. Guarantor (together wi Guarantor"), each lender "Lender"), and GLAS	orporate identi , Inc, a Delawa ith the Parent C er from time to Trust Compan	fication number are corporation (the Guarantor, the "Initial time party thereto by LLC, a limited"	
Borrov	ver:	BYJU's Alpha, Inc.			

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 74 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No

to be provided:

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

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

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By: Kmaningra

Name: TJ Mahindra

Title: Authorized signatory

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

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

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

To:	Redwood Drawa	lown Master Fund III LP			
	Buyer MEI:	KY0M0089W6			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Chas	e Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	08/29/2022				
(the "L modific Terms binding Trades connec	STA") as of Deceation whatsoever of Trade" section graphitration in acceptant Do Not Settletion with such an ges ascribed thereto	e "Standard Terms and Conditions") published tember 1, 2021, which Standard Terms and Correct except as otherwise agreed herein by the particle. The parties hereto agree to submit any discordance with the LSTA "Rules Governing Arbite by BISO Trigger Date" in existence on the Transarbitration proceeding. Capitalized terms used to in the Standard Terms and Conditions.	onditions are incorporaties and specifically set ispute as to the reasonal tration between Loan Tude Date, and to comply	ated herein by reference withoutet forth in the "Trade Specific Obleness of a buy-in or sell-out prograders with regard to Cover Price with any award or decision issue	t any Other ice to ce for led in
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal ☐ Agent	
Buyer	:	Redwood Drawdown Master Fund III LP		✓ Principal ☐ Agent	
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT. Private Limited, a company established under U80903KA2011PTC061427 (the "Parent Gua"Borrower"), certain Subsidiaries of the Paren Guarantors" and each individually, an "Initial (collectively, the "Lenders" and individually, liability company organized and existing under Agent and as Collateral Agent.	the laws of India with or rantor"), BYJU's Alpha t Guarantor (together w Guarantor"), each lende a "Lender"), and GLAS	corporate identification number a, Inc, a Delaware corporation (the vith the Parent Guarantor, the "Inter from time to time party thereto Trust Company LLC, a limited	ne iitial
Borrov	ver:	BYJU's Alpha, Inc.			

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 77 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: (if any):

None

Initial Term Loan

Credit Documents to be provided:

No

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

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

JPMorgan Chase Bank, N.A.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its Investment Manager

Redwood Drawdown Master Fund III LP

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

To:	Redwood Draw	lown Master Fund III LP	
	Buyer MEI:	KY0M0089W6	
	Attention:	Anna Xu	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
From:	JPMorgan Cha	se Bank, N.A.	
	Seller MEI:	US1L019291	
	Attention:	Frank Casano	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
Date:	08/30/2022		
	We are ple	ased to confirm the following transaction, subje	ect to the Standard Terms and Conditions for Par/Near Pa
Trade	Confirmations (th	e "Standard Terms and Conditions") published	by The Loan Syndications and Trading Association, Inc.
		_	onditions are incorporated herein by reference without any
			ies and specifically set forth in the "Trade Specific Othe
Terms	of Trade" section	below. The parties hereto agree to submit any dis	spute as to the reasonableness of a buy-in or sell-out price to
			ration between Loan Traders with regard to Cover Price fo
		_	de Date, and to comply with any award or decision issued in
			and not defined in this Confirmation have the respective
		to 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
Cuadit	Acrosmonts	CDEDIT AND CHADANTY ACREMENT	detect on of November 24, 2021, among Think and Learn
Credit	Agreement:	Private Limited, a company established under the U80903KA2011PTC061427 (the "Parent Guar" "Borrower"), certain Subsidiaries of the Parent Guarantors" and each individually, an "Initial Collectively, the "Lenders" and individually, a	dated as of November 24, 2021, among Think and Learn the laws of India with corporate identification number rantor"), BYJU's Alpha, Inc, a Delaware corporation (the Guarantor (together with the Parent Guarantor, the "Initial Guarantor"), each lender from time to time party thereto a "Lender"), and GLAS Trust Company LLC, a limited the laws of the State of New Hampshire, as Administrative
Borro	wer:	BYJU's Alpha, Inc.	

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 79 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

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

Toni Healey

By:

Name: Toni Healey

To:	Redwood Drawd	lown Master Fund III LP			
	Buyer MEI:	KY0M0089W6			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Chas	se Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	08/31/2022				
	We are ple	ased to confirm the following transaction	n, subject to the Standard	Terms and Conditions for Par/N	ear Par
modifice Terms of binding Trades connect	cation whatsoever of Trade" section g arbitration in acc that Do Not Settl tion with such an	the seember 1, 2021, which Standard Terms of except as otherwise agreed herein by the below. The parties hereto agree to submit cordance with the LSTA "Rules Governing by BISO Trigger Date" in existence on a arbitration proceeding. Capitalized terms on the Standard Terms and Conditions.	the parties and specifically any dispute as to the reasons Arbitration between Loathe Trade Date, and to con	y set forth in the "Trade Specific onableness of a buy-in or sell-out an Traders with regard to Cover P apply with any award or decision is	c Other price to rice for ssued in
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 AGREED Private Limited, a company established U80903KA2011PTC061427 (the "Pare" "Borrower"), certain Subsidiaries of the Guarantors" and each individually, an "(collectively, the "Lenders" and individually company organized and existing Agent and as Collateral Agent.	under the laws of India w nt Guarantor"), BYJU's Al Parent Guarantor (togethe 'Initial Guarantor"), each le lually, a "Lender"), and GI	ith corporate identification number pha, Inc, a Delaware corporation or with the Parent Guarantor, the "ender from time to time party ther LAS Trust Company LLC, a limited	r (the Initial eto ed
Borrov	ver:	BYJU's Alpha, Inc.			

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 81 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

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

Toni Healey

By:

Name: Toni Healey

To:	Redwood Drawe	lown Master Fund III LP		
	Buyer MEI:	KY0M0089W6		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	08/31/2022			
	We are ple	ased to confirm the following transaction, s	ubject to the Standard Te	erms and Conditions for Par/Near Pa
Trade	Confirmations (th	e "Standard Terms and Conditions") publish	ned by The Loan Syndica	ations and Trading Association, Inc.
		cember 1, 2021, which Standard Terms and		
		r except as otherwise agreed herein by the	_	· · · · · · · · · · · · · · · · · · ·
Terms	of Trade" section	below. The parties hereto agree to submit an	y dispute as to the reasona	ableness of a buy-in or sell-out price to
		cordance with the LSTA "Rules Governing A	_	
	_	e by BISO Trigger Date" in existence on the		
		a arbitration proceeding. Capitalized terms	_	
		to in the Standard Terms and Conditions.		•
Trade	Date:	08/31/2022		
Seller:	:	JPMorgan Chase Bank, N.A.		✓ Principal ☐ Agent
Buyer	:	Redwood Drawdown Master Fund III LP		✓ Principal Agent
Cuadit	Acrosmonte	CREDIT AND CHARANTY ACREME	NIT datad on of November	m 24, 2021, among Think and Leaun
Credit	Agreement:	CREDIT AND GUARANTY AGREEME Private Limited, a company established un U80903KA2011PTC061427 (the "Parent of "Borrower"), certain Subsidiaries of the Paragram of Guarantors" and each individually, an "Ini (collectively, the "Lenders" and individual liability company organized and existing under the Agent and as Collateral Agent.	der the laws of India with Guarantor"), BYJU's Alph rent Guarantor (together vital Guarantor"), each lendly, a "Lender"), and GLA	corporate identification number ia, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial der from time to time party thereto S Trust Company LLC, a limited
Borro	wer:	BYJU's Alpha, Inc.		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 83 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

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

Toni Healey

By:

Name: Toni Healey

To:	Redwood Drawa	lown Master Fund III LP		
	Buyer MEI:	KY0M0089W6		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Chas	ee Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/07/2022			
(the "L modific Terms binding Trades connec	STA") as of Deceation whatsoever of Trade" section graphitration in acceptant Do Not Settletion with such an ges ascribed thereto	e "Standard Terms and Conditions") publish tember 1, 2021, which Standard Terms and except as otherwise agreed herein by the public below. The parties hereto agree to submit any cordance with the LSTA "Rules Governing A te by BISO Trigger Date" in existence on the arbitration proceeding. Capitalized terms to in the Standard Terms and Conditions.	Conditions are incorpora parties and specifically so dispute as to the reasona rbitration between Loan Trade Date, and to comply	ated herein by reference without any et forth in the "Trade Specific Other bleness of a buy-in or sell-out price to Traders with regard to Cover Price for y with any award or decision issued in
				Dringing 1 Agent
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal Agent
Buyer	:	Redwood Drawdown Master Fund III LP		✓ Principal ☐ Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMEN Private Limited, a company established und U80903KA2011PTC061427 (the "Parent C"Borrower"), certain Subsidiaries of the Pa Guarantors" and each individually, an "Init (collectively, the "Lenders" and individuall liability company organized and existing un Agent and as Collateral Agent.	ler the laws of India with Guarantor"), BYJU's Alpharent Guarantor (together vial Guarantor"), each lendy, a "Lender"), and GLAS	corporate identification number a, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial ler from time to time party thereto S Trust Company LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 85 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

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

Toni Healey

By:

Name: Toni Healey

To:	Redwood Drawd	own Master Fund III LP	
	Buyer MEI:	KY0M0089W6	
	Attention:	Anna Xu	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
From:	JPMorgan Chas	e Bank, N.A.	
	Seller MEI:	US1L019291	
	Attention:	Frank Casano	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
Date:	09/09/2022		
	We are plea	sed to confirm the following transaction, subject to the	he Standard Terms and Conditions for Par/Near Par
Trade (•	"Standard Terms and Conditions") published by The	
		ember 1, 2021, which Standard Terms and Condition	
•	ŕ	except as otherwise agreed herein by the parties and	
Terms	of Trade" section	pelow. The parties hereto agree to submit any dispute a	s to the reasonableness of a buy-in or sell-out price to
		ordance with the LSTA "Rules Governing Arbitration	-
_		by BISO Trigger Date" in existence on the Trade Date	-
		arbitration proceeding. Capitalized terms used and n	
		o in the Standard Terms and Conditions.	•
	-		
Trade	Date:	09/07/2022	
Seller:		JPMorgan Chase Bank, N.A.	✓ Principal Agent
Buyer:	:	Redwood Drawdown Master Fund III LP	✓ Principal ☐ Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT, dated a Private Limited, a company established under the law U80903KA2011PTC061427 (the "Parent Guarantor" "Borrower"), certain Subsidiaries of the Parent Guara Guarantors" and each individually, an "Initial Guaran (collectively, the "Lenders" and individually, a "Lendliability company organized and existing under the la	s of India with corporate identification number), BYJU's Alpha, Inc, a Delaware corporation (the intor (together with the Parent Guarantor, the "Initial itor"), each lender from time to time party thereto ler"), and GLAS Trust Company LLC, a limited
Borrov		Agent and as Collateral Agent.	1

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 87 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 2.186/12

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

Toni Healey

By:

Name: Toni Healey

To:	Redwood Drawe	lown Master Fund III LP		
	Buyer MEI:	KY0M0089W6		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/13/2022			
	We are ple	ased to confirm the following transaction, s	ubject to the Standard Te	erms and Conditions for Par/Near Par
Trade (Confirmations (th	e "Standard Terms and Conditions") publish	ned by The Loan Syndica	ations and Trading Association, Inc.®
(the "L	STA") as of De	cember 1, 2021, which Standard Terms and	Conditions are incorpora	ated herein by reference without any
modific	cation whatsoeve	r except as otherwise agreed herein by the	parties and specifically so	et forth in the "Trade Specific Other
Terms	of Trade" section	below. The parties hereto agree to submit an	y dispute as to the reasona	ableness of a buy-in or sell-out price to
binding	g arbitration in ac	cordance with the LSTA "Rules Governing A	Arbitration between Loan	Traders with regard to Cover Price for
Trades	that Do Not Settl	e by BISO Trigger Date" in existence on the	Trade Date, and to comply	y with any award or decision issued in
connec	tion with such a	n arbitration proceeding. Capitalized terms	used and not defined in t	his Confirmation have the respective
meanin	gs ascribed there	to in the Standard Terms and Conditions.		
Trade	Date:	09/09/2022		
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal ☐ Agent
Buyer		Redwood Drawdown Master Fund III LP		Principal Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEME Private Limited, a company established un U80903KA2011PTC061427 (the "Parent o"Borrower"), certain Subsidiaries of the Pa Guarantors" and each individually, an "Ini (collectively, the "Lenders" and individual liability company organized and existing u Agent and as Collateral Agent.	der the laws of India with Guarantor"), BYJU's Alpharent Guarantor (together vital Guarantor"), each lend ly, a "Lender"), and GLAS	corporate identification number a, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial ler from time to time party thereto S Trust Company LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 89 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

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

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

To:	Redwood Drawe	lown Master Fund III LP			
	Buyer MEI:	KY0M0089W6			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Cha	se Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	09/13/2022				
	We are ple	ased to confirm the following transaction, subj	ect to the Standard Ter	rms and Conditions for	Par/Near Par
Trade (Confirmations (th	e "Standard Terms and Conditions") published	by The Loan Syndicat	ions and Trading Asso	ciation, Inc.®
(the "L	STA") as of De	cember 1, 2021, which Standard Terms and C	onditions are incorpora	ted herein by reference	e without any
modific	cation whatsoeve	r except as otherwise agreed herein by the par	ties and specifically se	t forth in the "Trade S	Specific Other
Terms	of Trade" section	below. The parties hereto agree to submit any d	ispute as to the reasonab	oleness of a buy-in or se	ell-out price to
binding	g arbitration in ac	cordance with the LSTA "Rules Governing Arb	tration between Loan T	raders with regard to C	over Price for
Trades	that Do Not Settl	e by BISO Trigger Date" in existence on the Tra	de Date, and to comply	with any award or deci	ision issued in
connec	tion with such a	n arbitration proceeding. Capitalized terms use	d and not defined in th	nis Confirmation have	the respective
meanin	gs ascribed there	to in the Standard Terms and Conditions.			
Trade	Date:	09/12/2022			
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal ☐ Age	ent
Buyer	:	Redwood Drawdown Master Fund III LP		✓ Principal ☐ Age	ent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT Private Limited, a company established under U80903KA2011PTC061427 (the "Parent Gua"Borrower"), certain Subsidiaries of the Parer Guarantors" and each individually, an "Initial (collectively, the "Lenders" and individually, liability company organized and existing under Agent and as Collateral Agent.	the laws of India with c rantor"), BYJU's Alpha t Guarantor (together w Guarantor"), each lende a "Lender"), and GLAS	corporate identification in the parent Guaranto er from time to time part Trust Company LLC, a	number ration (the r, the "Initial ty thereto a limited
Borrov	wer:	BYJU's Alpha, Inc.			

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 91 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

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

Toni Healey

By:

Name: Toni Healey

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

To:	Redwood Drawd	own Master Fund III LP		
	Buyer MEI:	KY0M0089W6		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	Morgan Stanley	Bank, N.A.		
	Seller MEI:	US1L094930		
	Attention:	Angelo Went		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/15/2022			
(the "L modific Terms of binding Trades connect	STA") as of Decation whatsoever of Trade" section arbitration in acceptant Do Not Settle ion with such an gs ascribed thereto. Date:	e "Standard Terms and Conditions") published be mber 1, 2021, which Standard Terms and Conexcept as otherwise agreed herein by the particle below. The parties hereto agree to submit any discordance with the LSTA "Rules Governing Arbitic by BISO Trigger Date" in existence on the Tradarbitration proceeding. Capitalized terms used to in the Standard Terms and Conditions. 09/14/2022 Morgan Stanley Bank, N.A. Redwood Drawdown Master Fund III LP	nditions are incorpores and specifically spute as to the reasona ration between Loan et al., and to comply	ated herein by reference without any et forth in the "Trade Specific Other ableness of a buy-in or sell-out price to Traders with regard to Cover Price for y with any award or decision issued in
Credit	Agreement:	CREDIT AND GUARANTY AGREEMENT, of Private Limited, a company established under the U80903KA2011PTC061427 (the "Parent Guara" "Borrower"), certain Subsidiaries of the Parent Guarantors" and each individually, an "Initial Collectively, the "Lenders" and individually, a liability company organized and existing under Agent and as Collateral Agent.	he laws of India with antor"), BYJU's Alph Guarantor (together v Guarantor"), each lend "Lender"), and GLA	corporate identification number a, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial ler from time to time party thereto S Trust Company LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.		

Doc 1 Filed 06/05/24 Page 94 of 368 Case 24-11163-BLS

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: Initial Term Loan None

(if any):

Credit Documents

to be provided:

No

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

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

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

Name: Terence Lean

Title: Authorized Signatory

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

Toni Healey

By:

Name: Toni Healey

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

Morgan Stanley

Buyer MEI:	******	
	KY0M0089W6	
Attention:	Anna Xu	
Phone No.:		
Fax No.:		
Email:		
Address:		
Morgan Stanley	Senior Funding, Inc.	
Seller MEI:	US1L022337	
Attention:	Angelo Went	
Phone No.:		
Fax No.:		
Email:		
Address:		
09/16/2022		
We are ple	eased to confirm the following transaction, subject	to the Standard Terms and Conditions for Par/Near Pa
Confirmations (th	ne "Standard Terms and Conditions") published by	The Loan Syndications and Trading Association, Inc.
STA") as of De	cember 1, 2021, which Standard Terms and Cond	itions are incorporated herein by reference without any
cation whatsoeve	r except as otherwise agreed herein by the parties	and specifically set forth in the "Trade Specific Othe
of Trade" section	below. The parties hereto agree to submit any dispu	te as to the reasonableness of a buy-in or sell-out price to
g arbitration in ac	cordance with the LSTA "Rules Governing Arbitrat	ion between Loan Traders with regard to Cover Price fo
that Do Not Settl	le by BISO Trigger Date" in existence on the Trade	Date, and to comply with any award or decision issued in
tion with such a	n arbitration proceeding. Capitalized terms used an	nd not defined in this Confirmation have the respective
igs ascribed there	to in the Standard Terms and Conditions.	
Date:	09/15/2022	
	Morgan Stanley Senior Funding, Inc.	✓ Principal ☐ Agent
:	Redwood Drawdown Master Fund III LP	✓ Principal ☐ Agent
Agreement:	Private Limited, a company established under the U80903KA2011PTC061427 (the "Parent Guaran" "Borrower"), certain Subsidiaries of the Parent G Guarantors" and each individually, an "Initial Gu (collectively, the "Lenders" and individually, a "I	ted as of November 24, 2021, among Think and Learn laws of India with corporate identification number tor"), BYJU's Alpha, Inc, a Delaware corporation (the uarantor (together with the Parent Guarantor, the "Initial arantor"), each lender from time to time party thereto Lender"), and GLAS Trust Company LLC, a limited a laws of the State of New Hemphire, as Administrative
wer:	Agent and as Collateral Agent. BYJU's Alpha, Inc.	e iaws of the State of New Hampshire, as Administrative
	Phone No.: Fax No.: Email: Address: Morgan Stanley Seller MEI: Attention: Phone No.: Fax No.: Email: Address: 09/16/2022 We are ple Confirmations (th LSTA") as of De cation whatsoeve of Trade" section g arbitration in ac that Do Not Settle	Phone No.: Fax No.: Email: Address: Morgan Stanley Senior Funding, Inc. Seller MEI: USIL022337 Attention: Angelo Went Phone No.: Fax No.: Email: Address: 09/16/2022 We are pleased to confirm the following transaction, subject Confirmations (the "Standard Terms and Conditions") published by LSTA") as of December 1, 2021, which Standard Terms and Condication whatsoever except as otherwise agreed herein by the parties of Trade" section below. The parties hereto agree to submit any disput grabitration in accordance with the LSTA "Rules Governing Arbitrat that Do Not Settle by BISO Trigger Date" in existence on the Trade as a right as a right as a right and Conditions. Date: 09/15/2022 Morgan Stanley Senior Funding, Inc. Redwood Drawdown Master Fund III LP Agreement: CREDIT AND GUARANTY AGREEMENT, da Private Limited, a company established under the U80903KA2011PTC061427 (the "Parent Guaran "Borrower"), certain Subsidiaries of the Parent Guaran the Collectively, the "Lenders" and individually, a "Initial Guarantors" and each indi

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 97 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

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

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

If you have any questions, please contact Ramit Khera at

Morgan Stanley Senior Funding, Inc.

Name: Terence Lean

By:

Title: Authorized Signatory

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

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

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

To:	Redwood Drawa	lown Master Fund III LP	
	Buyer MEI:	KY0M0089W6	
	Attention:	Anna Xu	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
From:	Morgan Stanley	Bank, N.A.	
	Seller MEI:	US1L094930	
	Attention:	Angelo Went	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
Date:	10/03/2022		
(the "L modified Terms binding Trades connec meanin Trade Seller:	STA") as of Decetion whatsoever of Trade" section graphitration in acceptant Do Not Settletion with such args ascribed theret	rember 1, 2021, which Standard Terms and Conditive except as otherwise agreed herein by the parties below. The parties hereto agree to submit any disputordance with the LSTA "Rules Governing Arbitrative by BISO Trigger Date" in existence on the Trade In arbitration proceeding. Capitalized terms used an on in the Standard Terms and Conditions. 09/30/2022 Morgan Stanley Bank, N.A.	The Loan Syndications and Trading Association, Inc. 6 tions are incorporated herein by reference without any and specifically set forth in the "Trade Specific Other te as to the reasonableness of a buy-in or sell-out price to on between Loan Traders with regard to Cover Price for Date, and to comply with any award or decision issued in d not defined in this Confirmation have the respective Principal Agent
Buyer		Redwood Drawdown Master Fund III LP	✓ Principal ☐ Agent
Credit	Agreement:	Private Limited, a company established under the U80903KA2011PTC061427 (the "Parent Guarant "Borrower"), certain Subsidiaries of the Parent Guarantors" and each individually, an "Initial Gua (collectively, the "Lenders" and individually, a "L	ed as of November 24, 2021, among Think and Learn laws of India with corporate identification number or"), BYJU's Alpha, Inc, a Delaware corporation (the larantor (together with the Parent Guarantor, the "Initial larantor"), each lender from time to time party thereto ender"), and GLAS Trust Company LLC, a limited the laws of the State of New Hampshire, as Administrative
Borrov	wer:	BYJU's Alpha, Inc.	

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 100 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: Initial Term Loan None

(if any):

Credit Documents No to be provided:

Trade Specific Other Terms of Trade:

Recordation Fee is waived.

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

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

Name: Terence Lean

Title: Authorized Signatory

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

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 101 of 368

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

To:	Redwood Master Fund, Ltd.			
	Buyer MEI:	KY1L014424		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	Morgan Stanley	Bank, N.A.		
	Seller MEI:	US1L094930		
	Attention:	Angelo Went		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	08/15/2022			
(the "L modific Terms binding Trades connec meanin	estra") as of Deceation whatsoever of Trade" section garbitration in acceptant Do Not Settle tion with such an ags ascribed therete.	ember 1, 2021, which Standard Terriexcept as otherwise agreed herein below. The parties hereto agree to substordance with the LSTA "Rules Governe by BISO Trigger Date" in existence of	ns and Conditions are incorpo y the parties and specifically a mit any dispute as to the reason ning Arbitration between Loan on the Trade Date, and to comp erms used and not defined in	ations and Trading Association, Inc.® rated herein by reference without any set forth in the "Trade Specific Other ableness of a buy-in or sell-out price to Traders with regard to Cover Price for ly with any award or decision issued in this Confirmation have the respective
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.		
Borrov	wer:	BYJU's Alpha, Inc.		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 103 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No to be provided:

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

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

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

Name: Terence Lean

Title: Authorized Signatory

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 104 of 368

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

Morgan Stanley

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 106 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: Initial Term Loan None

(if any):

Credit Documents

to be provided:

No

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

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

If you have any questions, please contact Dustin Dombrycz at

Morgan Stanley Senior Funding, Inc.

Name: Terence Lean

By:

Title: Authorized Signatory

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 107 of 368

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

To:	Redwood Master	· Fund. Ltd.			
-0.	Buyer MEI:	KY1L014424			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
	71 447 C55.				
From:	Morgan Stanley	Bank, N.A.			
	Seller MEI:	US1L094930			
	Attention:	Angelo Went			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	09/02/2022				
	We are plea	used to confirm the following transaction, subject to the Standard T	Terms and Conditions for Par/Near Par		
Trade (•	"Standard Terms and Conditions") published by The Loan Syndio			
		ember 1, 2021, which Standard Terms and Conditions are incorpo	-		
		except as otherwise agreed herein by the parties and specifically	·		
		below. The parties hereto agree to submit any dispute as to the reason	•		
		ordance with the LSTA "Rules Governing Arbitration between Loar			
_		by BISO Trigger Date" in existence on the Trade Date, and to comp			
		arbitration proceeding. Capitalized terms used and not defined in	•		
		o in the Standard Terms and Conditions.	uns communan nuve une respective		
	go asorro ca arere				
Trade	Date:	09/01/2022			
Seller:		Morgan Stanley Bank, N.A.	✓ Principal ☐ Agent		
Buyer:		Redwood Master Fund, Ltd.	✓ Principal ☐ Agent		
Duj er		red wood Master Faile, Etc.	⊡ Timoipui ⊡ Tigoiii		
Credit	A greement.	CREDIT AND GUARANTY AGREEMENT, dated as of Novemb	er 24, 2021, among Think and Learn		
Credit Agreement:		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 Guarantors" and each individually, an "Initial Guarantor"), each let			
		(collectively, the "Lenders" and individually, a "Lender"), and GLA			
		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.			

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 109 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific
Other Terms of Trade:

Recordation Fee is waived.

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

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

KMahindra

Name: TJ Mahindra

By:

Title: Authorized signatory

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 110 of 368

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

To:	Redwood Maste	er Fund, Ltd.		
	Buyer MEI:	KY1L014424		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	08/29/2022			
	We are ple	eased to confirm the following tr	ansaction, subject to the Standard T	Terms and Conditions for Par/Near Par
Trade (-	<u> </u>	· ·	cations and Trading Association, Inc.®
			•	prated herein by reference without any
			•	set forth in the "Trade Specific Other
		•	, , ,	nableness of a buy-in or sell-out price to
		•	• •	Traders with regard to Cover Price for
_			_	ply with any award or decision issued in
			_	this Confirmation have the respective
		to in the Standard Terms and Con		
Trade	Date:	08/25/2022		
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal ☐ Agent
Buyer	:	Redwood Master Fund, Ltd.		✓ Principal Agent
Credit	Agreement:			er 24, 2021, among Think and Learn
		U80903KA2011PTC061427 (t		h corporate identification number that, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial
			ally, an "Initial Guarantor"), each ler	
			d individually, a "Lender"), and GLA	
		liability company organized an Agent and as Collateral Agent.		e of New Hampshire, as Administrative
		1.50m and as Condition (150m.		
Borro	wer:	BYJU's Alpha, Inc.		
		• ·		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 112 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

To:	Redwood Maste	r Fund, Ltd.			
	Buyer MEI:	KY1L014424			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Cha	se Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	08/30/2022				
	We are ple	ased to confirm the followin	g transaction, subject to the Star	ndard Terms and Condit	tions for Par/Near Par
Trade (Confirmations (th	e "Standard Terms and Con-	ditions") published by The Loan	Syndications and Tradi	ng Association, Inc.®
(the "L	STA") as of De	cember 1, 2021, which Stan	dard Terms and Conditions are i	incorporated herein by	reference without any
modific	cation whatsoeve	r except as otherwise agreed	herein by the parties and speci-	fically set forth in the '	"Trade Specific Other
Terms	of Trade" section	below. The parties hereto agr	ree to submit any dispute as to the	e reasonableness of a buy	y-in or sell-out price to
binding	g arbitration in ac	cordance with the LSTA "Ru	les Governing Arbitration betwee	en Loan Traders with reg	gard to Cover Price for
Trades	that Do Not Settl	e by BISO Trigger Date" in e	existence on the Trade Date, and to	o comply with any awar	d or decision issued in
connec	tion with such a	n arbitration proceeding. Cap	pitalized terms used and not defi	ined in this Confirmatio	on have the respective
meanin	gs ascribed there	to in the Standard Terms and	Conditions.		
Trade	Date:	08/29/2022			
Seller:		JPMorgan Chase Bank, N.	A.	Principal	Agent
Buyer		Redwood Master Fund, Lt	d.	Principal	Agent
Credit	Agreement:	Private Limited, a company U80903KA2011PTC06142 "Borrower"), certain Subsi Guarantors" and each indiv (collectively, the "Lenders")	TY AGREEMENT, dated as of Not yestablished under the laws of Inc. 27 (the "Parent Guarantor"), BYJU diaries of the Parent Guarantor (to vidually, an "Initial Guarantor"), et and individually, a "Lender"), and and existing under the laws of the tent.	dia with corporate identi U's Alpha, Inc, a Delawa ogether with the Parent C each lender from time to nd GLAS Trust Compan	fication number are corporation (the Guarantor, the "Initial time party thereto by LLC, a limited"
Borrov	ver:	BYJU's Alpha, Inc.			

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 114 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

To:	Redwood Maste	er Fund, Ltd.		
	Buyer MEI:	KY1L014424		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank. N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	08/31/2022			
		eased to confirm the following tran	saction subject to the Standard	Terms and Conditions for Par/Near Par
Trada (•	•	· ·	dications and Trading Association, Inc.®
			•	porated herein by reference without any
			•	y set forth in the "Trade Specific Other
				onableness of a buy-in or sell-out price to
			· -	an Traders with regard to Cover Price for
			-	mply with any award or decision issued in
				in this Confirmation have the respective
		to in the Standard Terms and Condi		in this Commination have the respective
meann	igs ascribed there	to in the Standard Terms and Condi-	nons.	
Trade	Date:	08/30/2022		
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal ☐ Agent
Buyer	:	Redwood Master Fund, Ltd.		✓ Principal ☐ Agent
Credit	Agreement:			aber 24, 2021, among Think and Learn
		U80903KA2011PTC061427 (the "Borrower"), certain Subsidiaries Guarantors" and each individuall (collectively, the "Lenders" and i	"Parent Guarantor"), BYJU's As of the Parent Guarantor (together, an "Initial Guarantor"), each Individually, a "Lender"), and Gl	rith corporate identification number lpha, Inc, a Delaware corporation (the er with the Parent Guarantor, the "Initial lender from time to time party thereto LAS Trust Company LLC, a limited ate of New Hampshire, as Administrative
Borro	wer:	BYJU's Alpha, Inc.		
		•		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 116 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

 ${\bf Redwood\ Master\ Fund,\ Ltd.}$

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

To:	Redwood Maste	r Fund. Ltd.			
	Buyer MEI:	KY1L014424			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:			I	
From:	JPMorgan Cha	se Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	08/31/2022				
	We are ple	ased to confirm the followin	g transaction, subject to the	Standard Terms and Cond	litions for Par/Near Par
Trade (•	ne "Standard Terms and Cond	•		
		cember 1, 2021, which Stand		•	•
		r except as otherwise agreed		•	•
		below. The parties hereto agi	• • •	•	•
		cordance with the LSTA "Ru	· -		-
		e by BISO Trigger Date" in e	_		-
		n arbitration proceeding. Cap		= :	
		to in the Standard Terms and		defined in this Comminati	ion have the respective
meann	igs ascribed there	to in the Standard Terms and	Conditions.		
Trade	Date:	08/31/2022			
Seller:		JPMorgan Chase Bank, N.	A.	Principal	Agent
Buyer	:	Redwood Master Fund, Lt	1.	Principal	Agent
Credit	Agreement:	CREDIT AND GUARAN	TY AGREEMENT, dated as o	of November 24, 2021, amo	ong Think and Learn
		U80903KA2011PTC06142 "Borrower"), certain Subsider	r established under the laws o 7 (the "Parent Guarantor"), B diaries of the Parent Guarantor idually, an "Initial Guarantor"	BYJU's Alpha, Inc, a Delaw or (together with the Parent	vare corporation (the Guarantor, the "Initial
		(collectively, the "Lenders'	and individually, a "Lender" and existing under the laws	'), and GLAS Trust Compa	ny LLC, a limited
Borro	wer:	BYJU's Alpha, Inc.			
Borrower:		_ 100 0 1 11pmu, 1me.			

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 118 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

 $Redwood\ Master\ Fund,\ Ltd.$

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 120 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

To:	Redwood Maste	r Fund, Ltd.		
	Buyer MEI:	KY1L014424		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/09/2022			
	We are ple	ased to confirm the following tr	ransaction, subject to the Standard 7	Γerms and Conditions for Par/Near Par
Trade (Confirmations (th	ne "Standard Terms and Condition	ons") published by The Loan Syndio	cations and Trading Association, Inc.®
(the "L	STA") as of De	cember 1, 2021, which Standard	d Terms and Conditions are incorpo	orated herein by reference without any
modific	cation whatsoeve	r except as otherwise agreed he	rein by the parties and specifically	set forth in the "Trade Specific Other
Terms	of Trade" section	below. The parties hereto agree	to submit any dispute as to the reason	nableness of a buy-in or sell-out price to
binding	g arbitration in ac	cordance with the LSTA "Rules	Governing Arbitration between Loan	n Traders with regard to Cover Price for
Trades	that Do Not Settl	e by BISO Trigger Date" in exist	ence on the Trade Date, and to comp	oly with any award or decision issued in
connec	tion with such a	n arbitration proceeding. Capital	ized terms used and not defined in	this Confirmation have the respective
meanin	gs ascribed there	to in the Standard Terms and Cor	iditions.	
Trade	Date:	09/07/2022		
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal Agent
Buyer	:	Redwood Master Fund, Ltd.		✓ Principal ☐ Agent
Credit	Agreement:	Private Limited, a company es U80903KA2011PTC061427 ("Borrower"), certain Subsidiar Guarantors" and each individu (collectively, the "Lenders" an	tablished under the laws of India with the "Parent Guarantor"), BYJU's Alpries of the Parent Guarantor (together ally, an "Initial Guarantor"), each lend d individually, a "Lender"), and GLA	wha, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial under from time to time party thereto AS Trust Company LLC, a limited
_		Agent and as Collateral Agent		e of New Hampshire, as Administrative
Borro	wer:	BYJU's Alpha, Inc.		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 122 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 124 of 368

Initial Term Loan

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

 $Redwood\ Master\ Fund,\ Ltd.$

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

To:	Redwood Master	Fund, Ltd.			
	Buyer MEI:	KY1L014424			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Chas	e Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	09/13/2022				
	We are plea	sed to confirm the following transaction	, subject to the Standard	Ferms and Condit	ions for Par/Near Par
Trade (Confirmations (the	e "Standard Terms and Conditions") pub	lished by The Loan Syndi	cations and Tradi	ng Association, Inc.®
(the "L	STA") as of Dec	ember 1, 2021, which Standard Terms a	and Conditions are incorpo	orated herein by 1	reference without any
modific	cation whatsoever	except as otherwise agreed herein by the	ne parties and specifically	set forth in the '	Trade Specific Other
Terms	of Trade" section	below. The parties hereto agree to submit	any dispute as to the reason	nableness of a buy	-in or sell-out price to
binding	g arbitration in acc	ordance with the LSTA "Rules Governing	g Arbitration between Loar	n Traders with reg	ard to Cover Price for
Trades	that Do Not Settle	by BISO Trigger Date" in existence on t	he Trade Date, and to comp	oly with any award	d or decision issued in
connec	tion with such an	arbitration proceeding. Capitalized term	s used and not defined in	this Confirmatio	n have the respective
meanin	gs 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 Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEM Private Limited, a company established U80903KA2011PTC061427 (the "Parer "Borrower"), certain Subsidiaries of the Guarantors" and each individually, an "(collectively, the "Lenders" and individually company organized and existing Agent and as Collateral Agent.	under the laws of India with the Guarantor"), BYJU's Alp Parent Guarantor (together Initial Guarantor"), each leadily, a "Lender"), and GLA	h corporate identify ha, Inc, a Delawar with the Parent Conder from time to AS Trust Company	fication number re corporation (the Guarantor, the "Initial time party thereto y LLC, a limited
Borrov	wer:	BYJU's Alpha, Inc.			

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 126 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

 $Redwood\ Master\ Fund,\ Ltd.$

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 127 of 368

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

Morgan Stanley

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 129 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No to be provided:

Trade Specific
Other Terms of Trade:

Recordation Fee is waived.

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

If you have any questions, please contact Ramit Khera at

Morgan Stanley Senior Funding, Inc.

Name: Terence Lean

By:

Title: Authorized Signatory

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

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

To:	Redwood Maste	r Fund, Ltd.		
	Buyer MEI:	KY1L014424		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	Morgan Stanley	Bank, N.A.		
	Seller MEI:	US1L094930		
	Attention:	Angelo Went		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	10/03/2022			
	We are ple	ased to confirm the following tra	unsaction, subject to the Standard T	Cerms and Conditions for Par/Near Par
Trade (Confirmations (th	e "Standard Terms and Condition	ns") published by The Loan Syndic	cations and Trading Association, Inc.®
(the "L	STA") as of Dec	cember 1, 2021, which Standard	Terms and Conditions are incorpo	prated herein by reference without any
modific	cation whatsoever	except as otherwise agreed here	ein by the parties and specifically	set forth in the "Trade Specific Other
Terms	of Trade" section	below. The parties hereto agree to	submit any dispute as to the reason	nableness of a buy-in or sell-out price to
binding	g arbitration in acc	cordance with the LSTA "Rules C	Governing Arbitration between Loan	Traders with regard to Cover Price for
Trades	that Do Not Settl	e by BISO Trigger Date" in existe	ence on the Trade Date, and to comp	oly with any award or decision issued in
connec	tion with such ar	arbitration proceeding. Capitalis	zed terms used and not defined in	this Confirmation have the respective
meanin	gs ascribed theret	o in the Standard Terms and Cond	litions.	
Trade	Date:	09/30/2022		
Seller:		Morgan Stanley Bank, N.A.		✓ Principal ☐ Agent
Buyer	:	Redwood Master Fund, Ltd.		✓ Principal ☐ Agent
Credit	Agreement:	Private Limited, a company esta U80903KA2011PTC061427 (the "Borrower"), certain Subsidiari- Guarantors" and each individual (collectively, the "Lenders" and	ablished under the laws of India with ne "Parent Guarantor"), BYJU's Alpl es of the Parent Guarantor (together ally, an "Initial Guarantor"), each len I individually, a "Lender"), and GLA	ha, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial order from time to time party thereto"
Borrov	wer:	BYJU's Alpha, Inc.		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 132 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

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

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

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

Name: Terence Lean

Title: Authorized Signatory

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

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

To:	Redwood Master	· Fund, Ltd.		
	Buyer MEI:	KY1L014424		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	Morgan Stanley	Bank, N.A.		
	Seller MEI:	US1L094930		
	Attention:	Angelo Went		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/15/2022			
(the "L modific Ferms binding Frades connec	STA") as of Deceation whatsoever of Trade" section g arbitration in acceptant Do Not Settle tion with such an ags ascribed therete.	e "Standard Terms and Conditions") publish tember 1, 2021, which Standard Terms and except as otherwise agreed herein by the below. The parties hereto agree to submit an eordance with the LSTA "Rules Governing As by BISO Trigger Date" in existence on the arbitration proceeding. Capitalized terms to in the Standard Terms and Conditions. 09/14/2022 Morgan Stanley Bank, N.A. Redwood Master Fund, Ltd.	Conditions are incorporated herein be parties and specifically set forth in the dispute as to the reasonableness of a barbitration between Loan Traders with a Trade Date, and to comply with any awased and not defined in this Confirmation	by reference without any ne "Trade Specific Othe buy-in or sell-out price to regard to Cover Price fo ward or decision issued in
Credit	Agreement:	CREDIT AND GUARANTY AGREEME Private Limited, a company established un U80903KA2011PTC061427 (the "Parent One "Borrower"), certain Subsidiaries of the Pa Guarantors" and each individually, an "Init (collectively, the "Lenders" and individual liability company organized and existing un Agent and as Collateral Agent.	der the laws of India with corporate ide Guarantor"), BYJU's Alpha, Inc, a Delarent Guarantor (together with the Parenial Guarantor"), each lender from time y, a "Lender"), and GLAS Trust Comp	entification number ware corporation (the nt Guarantor, the "Initial to time party thereto bany LLC, a limited
Borrov	wer:	BYJU's Alpha, Inc.		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 135 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

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

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

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

Name: Terence Lean

Title: Authorized Signatory

Redwood Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT,

Toni Healey

LLC, its Investment Manager

By:

Name: Toni Healey

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

Buyer MEI: Attention:	KY1L117664	
Attention:		
	Anna Xu	
Phone No.:		
Fax No.:		
Email:		
Address:		
Morgan Stanley	Bank, N.A.	
Seller MEI:	US1L094930	
Attention:	Angelo Went	
Phone No.:		
Fax No.:		
Email:		
Address:		
09/02/2022		
We are ple	eased to confirm the following transaction, subj	ect to the Standard Terms and Conditions for Par/Near F
cation whatsoeve of Trade" section g arbitration in ac that Do Not Settl tion with such a	r except as otherwise agreed herein by the parties below. The parties hereto agree to submit any discordance with the LSTA "Rules Governing Arbitle by BISO Trigger Date" in existence on the Transaction proceeding. Capitalized terms used	rties and specifically set forth in the "Trade Specific Othispute as to the reasonableness of a buy-in or sell-out price itration between Loan Traders with regard to Cover Price and Date, and to comply with any award or decision issued
	09/01/2022	
	Morgan Stanley Bank, N.A.	✓ Principal ☐ Agent
:	Redwood Opportunity Master Fund, Ltd.	✓ Principal Agent
Agreement:	Private Limited, a company established under U80903KA2011PTC061427 (the "Parent Gua "Borrower"), certain Subsidiaries of the Paren Guarantors" and each individually, an "Initial (collectively, the "Lenders" and individually,	d, dated as of November 24, 2021, among Think and Learn the laws of India with corporate identification number arantor"), BYJU's Alpha, Inc, a Delaware corporation (the at Guarantor (together with the Parent Guarantor, the "Initia Guarantor"), each lender from time to time party thereto a "Lender"), and GLAS Trust Company LLC, a limited or the laws of the State of New Hampshire, as Administrative
wer:	BYJU's Alpha, Inc.	
	Fax No.: Email: Address: Morgan Stanley Seller MEI: Attention: Phone No.: Fax No.: Email: Address: 09/02/2022 We are ple Confirmations (th STA") as of De cation whatsoeve of Trade" section g arbitration in ac that Do Not Settle	Email: Address: Morgan Stanley Bank, N.A. Seller MEI: US1L094930 Attention: Angelo Went Phone No.: Fax No.: Email: Address: 09/02/2022 We are pleased to confirm the following transaction, subj. Confirmations (the "Standard Terms and Conditions") published cation whatsoever except as otherwise agreed herein by the part of Trade" section below. The parties hereto agree to submit any dig arbitration in accordance with the LSTA "Rules Governing Arb that Do Not Settle by BISO Trigger Date" in existence on the Traction with such an arbitration proceeding. Capitalized terms use agrees ascribed thereto in the Standard Terms and Conditions. Date: 09/01/2022 Morgan Stanley Bank, N.A. Redwood Opportunity Master Fund, Ltd. Agreement: CREDIT AND GUARANTY AGREEMENT Private Limited, a company established under U80903KA2011PTC061427 (the "Parent Guarantors"), certain Subsidiaries of the Parer Guarantors" and each individually, an "Initial (collectively, the "Lenders" and individually, liability company organized and existing under Agent and as Collateral Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 138 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

Purchase Amount		Type of Debt	<u>Facility</u>	CUSIP Number
USD 120,000.	00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No to be provided:

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

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

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

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

Toni Healey

Name: TJ Mahindra

Title: Authorized signatory

By:

Name: Toni Healey

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

To:	Redwood Opportunity Master Fund, Ltd.			
	Buyer MEI:	KY1L117664		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	08/29/2022			
	We are ple	ased to confirm the following transaction, subject to the	ne Standard Terms and Conditions for Par/Near Par	
Trade	Confirmations (th	e "Standard Terms and Conditions") published by The	Loan Syndications and Trading Association, Inc.®	
(the "I	STA") as of De	cember 1, 2021, which Standard Terms and Condition	as are incorporated herein by reference without any	
modifi	cation whatsoeve	r except as otherwise agreed herein by the parties and	I specifically set forth in the "Trade Specific Other	
Terms	of Trade" section	below. The parties hereto agree to submit any dispute as	s to the reasonableness of a buy-in or sell-out price to	
binding	g arbitration in ac	cordance with the LSTA "Rules Governing Arbitration by	between Loan Traders with regard to Cover Price for	
Trades	that Do Not Settl	e by BISO Trigger Date" in existence on the Trade Date	e, and to comply with any award or decision issued in	
connec	tion with such a	n arbitration proceeding. Capitalized terms used and no	ot defined in this Confirmation have the respective	
meanir	ngs ascribed there	to in the Standard Terms and Conditions.		
Trade	Date:	08/25/2022		
Seller:				
		JPMorgan Chase Bank, N.A.	✓ Principal Agent	
Buyer	:	JPMorgan Chase Bank, N.A. Redwood Opportunity Master Fund, Ltd.	✓ Principal	
	: Agreement:	-	Principal Agent as of November 24, 2021, among Think and Learn s of India with corporate identification number b, BYJU's Alpha, Inc, a Delaware corporation (the intor (together with the Parent Guarantor, the "Initial tor"), each lender from time to time party thereto er"), and GLAS Trust Company LLC, a limited	

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 141 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

 ${\bf Redwood\ Opportunity\ Master\ Fund,\ Ltd.}$

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Toni Healey

Investment Manager

By:

Name: Toni Healey

To:	Redwood Oppo	rtunity Master Fund, Ltd.		
	Buyer MEI:	KY1L117664		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	08/30/2022			
	We are ple	eased to confirm the following transaction, subje-	et to the Standard Terms and Conditions for Par/Near Pa	
Trade	Confirmations (tl	ne "Standard Terms and Conditions") published	by The Loan Syndications and Trading Association, Inc.@	
(the "I	STA") as of De	cember 1, 2021, which Standard Terms and Co	nditions are incorporated herein by reference without any	
modifi	cation whatsoeve	r except as otherwise agreed herein by the parti	es and specifically set forth in the "Trade Specific Othe	
Terms	of Trade" section	below. The parties hereto agree to submit any dis	pute as to the reasonableness of a buy-in or sell-out price to	
			ration between Loan Traders with regard to Cover Price fo	
		_	e Date, and to comply with any award or decision issued is	
			and not defined in this Confirmation have the respective	
meanin	ngs ascribed there	to 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"), each feider from time to time party thereto "Lender"), and GLAS Trust Company LLC, a limited the laws of the State of New Hampshire, as Administrative	
Borro	wer:	BYJU's Alpha, Inc.		

To:	Redwood Oppor	tunity Master Fund, Ltd.		
	Buyer MEI:	KY1L117664		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/02/2022			
	We are ple	ased to confirm the following transaction	, subject to the Standard T	Terms and Conditions for Par/Near Pa
Trade (_	ne "Standard Terms and Conditions") pub	-	
		cember 1, 2021, which Standard Terms a		
		r except as otherwise agreed herein by the	=	· · · · · · · · · · · · · · · · · · ·
Terms	of Trade" section	below. The parties hereto agree to submit	any dispute as to the reasor	nableness of a buy-in or sell-out price to
		cordance with the LSTA "Rules Governing	· -	
_		e by BISO Trigger Date" in existence on t	-	
		n arbitration proceeding. Capitalized term	_	
		to in the Standard Terms and Conditions.		•
Trade	Date:	08/30/2022		
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal Agent
Buyer	:	Redwood Opportunity Master Fund, Lt	d .	✓ Principal ☐ Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEN Private Limited, a company established		
		U80903KA2011PTC061427 (the "Parer "Borrower"), certain Subsidiaries of the Guarantors" and each individually, an "collectively, the "Lenders" and individually company organized and existing Agent and as Collateral Agent.	nt Guarantor"), BYJU's Alp Parent Guarantor (together Initial Guarantor"), each lenually, a "Lender"), and GLA	tha, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial order from time to time party thereto AS Trust Company LLC, a limited
Borrov	wer:	BYJU's Alpha, Inc.		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 144 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees:

(if any):

None Initial Term Loan

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Toni Healey

Investment Manager

Investment Manager

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

By:

Name: Toni Healey

To:	Redwood Oppor	tunity Master Fund, Ltd.		
	Buyer MEI:	KY1L117664		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	08/31/2022			
	We are ple	ased to confirm the following t	ransaction, subject to the Standa	rd Terms and Conditions for Par/Near Pa
Terms of the binding Trades connected	of Trade" section g arbitration in ac that Do Not Settl tion with such as	below. The parties hereto agree cordance with the LSTA "Rules e by BISO Trigger Date" in exis	to submit any dispute as to the re Governing Arbitration between I tence on the Trade Date, and to c lized terms used and not define	ally set forth in the "Trade Specific Other asonableness of a buy-in or sell-out price to coan Traders with regard to Cover Price for comply with any award or decision issued in this Confirmation have the respective
Trade	Date:	08/31/2022		
Seller:		JPMorgan Chase Bank, N.A.		Principal Agent
Buyer:	:	Redwood Opportunity Master	r Fund, Ltd.	✓ Principal ☐ Agent
Credit	Agreement:	Private Limited, a company es U80903KA2011PTC061427 ("Borrower"), certain Subsidia Guarantors" and each individu (collectively, the "Lenders" and	stablished under the laws of India the "Parent Guarantor"), BYJU's ries of the Parent Guarantor (togenally, an "Initial Guarantor"), each dindividually, a "Lender"), and not existing under the laws of the	ember 24, 2021, among Think and Learn with corporate identification number Alpha, Inc, a Delaware corporation (the ther with the Parent Guarantor, the "Initial a lender from time to time party thereto GLAS Trust Company LLC, a limited State of New Hampshire, as Administrative
Borrov	wer:	BYJU's Alpha, Inc.		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 146 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Toni Healey

Investment Manager

By:

Name: Toni Healey

Title: Chief Financial Officer

To:	Redwood Oppor	tunity Master Fund, Ltd.			
	Buyer MEI:	KY1L117664			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Chas	se Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	09/07/2022				
	We are ple	ased to confirm the following trans	saction, subject to the Standa	ard Terms and Condition	ns for Par/Near Par
Trade (Confirmations (th	e "Standard Terms and Conditions	") published by The Loan Sy	and Trading	Association, Inc.®
(the "L	STA") as of Dec	cember 1, 2021, which Standard T	erms and Conditions are inc	corporated herein by ref	erence without any
modific	cation whatsoever	except as otherwise agreed herein	n by the parties and specific	ally set forth in the "Tı	rade Specific Other
Terms	of Trade" section	below. The parties hereto agree to s	submit any dispute as to the re	easonableness of a buy-ir	n or sell-out price to
binding	g arbitration in acc	cordance with the LSTA "Rules Go	verning Arbitration between l	Loan Traders with regard	d to Cover Price for
Trades	that Do Not Settl	e by BISO Trigger Date" in existen	ce on the Trade Date, and to c	comply with any award o	or decision issued in
connec	tion with such as	arbitration proceeding. Capitalize	d terms used and not define	d in this Confirmation	have the respective
meanin	gs ascribed theret	o in the Standard Terms and Condit	ions.		
Trade	Date:	09/02/2022			
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal	Agent
Buyer:		Redwood Opportunity Master Fu	and, Ltd.	✓ Principal	Agent
Credit	Agreement:	CREDIT AND GUARANTY AC Private Limited, a company estab U80903KA2011PTC061427 (the "Borrower"), certain Subsidiaries Guarantors" and each individually (collectively, the "Lenders" and is liability company organized and of Agent and as Collateral Agent.	lished under the laws of India "Parent Guarantor"), BYJU's of the Parent Guarantor (toge y, an "Initial Guarantor"), eac ndividually, a "Lender"), and	with corporate identific Alpha, Inc, a Delaware ether with the Parent Gua h lender from time to tin GLAS Trust Company I	ation number corporation (the arantor, the "Initial ne party thereto LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.			

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 148 of 368

Initial Term Loan

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

None

Up Front Fees:

(if any):

Credit Documents No

to be provided:

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Toni Healey

Investment Manager

By:

Name: Toni Healey

Title: Chief Financial Officer

To:	Redwood Oppor	tunity Master Fund, Ltd.			
	Buyer MEI:	KY1L117664			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	JPMorgan Chas	se Bank, N.A.			
	Seller MEI:	US1L019291			
	Attention:	Frank Casano			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	09/09/2022				
	We are ple	ased to confirm the following tran	saction, subject to the Standa	ard Terms and Condit	tions for Par/Near Par
Trade (Confirmations (th	e "Standard Terms and Conditions	") published by The Loan S	yndications and Tradi	ng Association, Inc.®
(the "L	STA") as of Dec	cember 1, 2021, which Standard T	erms and Conditions are inc	corporated herein by	reference without any
modific	cation whatsoever	r except as otherwise agreed herei	n by the parties and specific	cally set forth in the '	"Trade Specific Other
Terms	of Trade" section	below. The parties hereto agree to	submit any dispute as to the re	easonableness of a buy	y-in or sell-out price to
binding	g arbitration in acc	cordance with the LSTA "Rules Go	verning Arbitration between	Loan Traders with reg	gard to Cover Price for
Trades	that Do Not Settl	e by BISO Trigger Date" in existen	ce on the Trade Date, and to	comply with any awar	d or decision issued in
connec	tion with such as	arbitration proceeding. Capitalize	d terms used and not define	ed in this Confirmation	on have the respective
meanin	gs ascribed theret	to in the Standard Terms and Condi	ions.		
Trade	Date:	09/07/2022			
Seller:		JPMorgan Chase Bank, N.A.		Principal	☐ Agent
Buyer:	:	Redwood Opportunity Master Fu	ınd, Ltd.	Principal	☐ Agent
Credit	Agreement:	CREDIT AND GUARANTY AC Private Limited, a company estab U80903KA2011PTC061427 (the "Borrower"), certain Subsidiaries Guarantors" and each individuall (collectively, the "Lenders" and i liability company organized and Agent and as Collateral Agent.	olished under the laws of India "Parent Guarantor"), BYJU's s of the Parent Guarantor (togo y, an "Initial Guarantor"), eac ndividually, a "Lender"), and	a with corporate identi s Alpha, Inc, a Delawa ether with the Parent C ch lender from time to I GLAS Trust Compan	fication number are corporation (the Guarantor, the "Initial time party thereto by LLC, a limited"
Borrov	ver:	BYJU's Alpha, Inc.			

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 150 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees:

(if any):

Initial Term Loan None

Credit Documents to be provided:

No

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

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

JPMorgan Chase Bank, N.A.

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

Investment Manager

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

10:	Redwood Oppor	tunity Master Fund, Ltd.	
	Buyer MEI:	KY1L117664	
	Attention:	Anna Xu	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
From:	JPMorgan Chas	e Bank, N.A.	
	Seller MEI:	US1L019291	
	Attention:	Frank Casano	
	Phone No.:		
	Fax No.:		
	Email:		
	Address:		
Date:	09/13/2022		
	We are plea	ased to confirm the following transaction, subject	to the Standard Terms and Conditions for Par/Near Pa
modification of the connection	cation whatsoever of Trade" section g arbitration in acc that Do Not Settle tion with such an	except as otherwise agreed herein by the parties below. The parties hereto agree to submit any disput cordance with the LSTA "Rules Governing Arbitrate by BISO Trigger Date" in existence on the Trade	and specifically set forth in the "Trade Specific Othe te as to the reasonableness of a buy-in or sell-out price to ion between Loan Traders with regard to Cover Price fo Date, and to comply with any award or decision issued in an ot defined in this Confirmation have the respective
Trade	Date:	09/09/2022	
Seller:		JPMorgan Chase Bank, N.A.	✓ Principal Agent
Buyer:		Redwood Opportunity Master Fund, Ltd.	Principal Agent
Credit	Agreement:	Private Limited, a company established under the U80903KA2011PTC061427 (the "Parent Guarant "Borrower"), certain Subsidiaries of the Parent Guarantors" and each individually, an "Initial Guarantors" and each individually, an "Initial Guarantors" and individually, a "I	ted as of November 24, 2021, among Think and Learn laws of India with corporate identification number tor"), BYJU's Alpha, Inc, a Delaware corporation (the parantor (together with the Parent Guarantor, the "Initial arantor"), each lender from time to time party thereto bender"), and GLAS Trust Company LLC, a limited to laws of the State of New Hampshire, as Administrative

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 152 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

Name: Steven Blacker

Title: Authorized Signatory

46 g. 186/12

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Toni Healey

Investment Manager

By:

Name: Toni Healey

Title: Chief Financial Officer

10:	Keawooa Oppoi	tunity Master Fund, Ltd.		
	Buyer MEI:	KY1L117664		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	JPMorgan Cha	se Bank, N.A.		
	Seller MEI:	US1L019291		
	Attention:	Frank Casano		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/13/2022			
	We are ple	ased to confirm the following transactio	n, subject to the Standard '	Terms and Conditions for Par/Near Pa
modifice Ferms of binding Frades connect	cation whatsoever of Trade" section arbitration in action that Do Not Settle tion with such as	cember 1, 2021, which Standard Terms rexcept as otherwise agreed herein by below. The parties hereto agree to submicordance with the LSTA "Rules Governing by BISO Trigger Date" in existence on a arbitration proceeding. Capitalized terms in the Standard Terms and Conditions.	the parties and specifically t any dispute as to the reaso ng Arbitration between Loan the Trade Date, and to com-	set forth in the "Trade Specific Othernableness of a buy-in or sell-out price to Traders with regard to Cover Price for ply with any award or decision issued in
Trade !	Date:	09/12/2022		
Seller:		JPMorgan Chase Bank, N.A.		✓ Principal Agent
Buyer:		Redwood Opportunity Master Fund, L	td.	Principal Agent
Credit	Agreement:	Guarantors" and each individually, an '(collectively, the "Lenders" and individually	d under the laws of India with ent Guarantor"), BYJU's Alp e Parent Guarantor (together 'Initial Guarantor"), each le dually, a "Lender"), and GL	th corporate identification number pha, Inc, a Delaware corporation (the r with the Parent Guarantor, the "Initial nder from time to time party thereto
Borrov	ver:	BYJU's Alpha, Inc.		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 154 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents to be provided:

No

Trade Specific Other Terms of Trade:

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

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

If you have any questions, please contact Michelle Russo at

JPMorgan Chase Bank, N.A.

46 2.186/12

Name: Steven Blacker
Title: Authorized Signatory

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Toni Healey

Investment Manager

By:

Name: Toni Healey

Title: Chief Financial Officer

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

To:	Redwood Oppor	tunity Master Fund, Ltd.		
	Buyer MEI:	KY1L117664		
	Attention:	Anna Xu		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
From:	Morgan Stanley	Bank, N.A.		
	Seller MEI:	US1L094930		
	Attention:	Angelo Went		
	Phone No.:			
	Fax No.:			
	Email:			
	Address:			
Date:	09/15/2022			
(the "L modific Terms of binding Trades connec	STA") as of Deceation whatsoever of Trade" section arbitration in acceptant Do Not Settle tion with such args ascribed theret	e "Standard Terms and Conditions") published tember 1, 2021, which Standard Terms and except as otherwise agreed herein by the public below. The parties hereto agree to submit any cordance with the LSTA "Rules Governing Are by BISO Trigger Date" in existence on the Tarbitration proceeding. Capitalized terms us to in the Standard Terms and Conditions.	Conditions are incorporarties and specifically so dispute as to the reasonal bitration between Loan Trade Date, and to comply	ated herein by reference without any et forth in the "Trade Specific Other bleness of a buy-in or sell-out price to Traders with regard to Cover Price for y with any award or decision issued in
	Date:			
Seller:		Morgan Stanley Bank, N.A.		✓ Principal Agent
Buyer:		Redwood Opportunity Master Fund, Ltd.		✓ Principal ☐ Agent
Credit	Agreement:	CREDIT AND GUARANTY AGREEMEN Private Limited, a company established und U80903KA2011PTC061427 (the "Parent Go"Borrower"), certain Subsidiaries of the Para Guarantors" and each individually, an "Initic (collectively, the "Lenders" and individually liability company organized and existing und Agent and as Collateral Agent.	er the laws of India with uarantor"), BYJU's Alphaent Guarantor (together val Guarantor"), each lender, a "Lender"), and GLAS	corporate identification number a, Inc, a Delaware corporation (the with the Parent Guarantor, the "Initial ler from time to time party thereto S Trust Company LLC, a limited
Borrov	ver:	BYJU's Alpha, Inc.		

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 157 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No to be provided:

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

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

If you have any questions, please contact Ramit Khera at

Morgan Stanley Bank, N.A.

By:

Name: Terence Lean

Title: Authorized Signatory

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Toni Healey

Investment Manager

By:

Name: Toni Healey

Title: Chief Financial Officer

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

Morgan Stanley

LSTA PAR/NEAR PAR TRADE CONFIRMATION

To:	Redwood Opportunity Master Fund, Ltd.				
	Buyer MEI:	KY1L117664			
	Attention:	Anna Xu			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
From:	Morgan Stanley	Senior Funding, Inc.			
	Seller MEI:	US1L022337			
	Attention:	Angelo Went			
	Phone No.:				
	Fax No.:				
	Email:				
	Address:				
Date:	09/16/2022				
	We are ple	ased to confirm the following transaction	on, subject to the Standard	Terms and Conditions for Par/Near Pa	
Trade (Confirmations (th	e "Standard Terms and Conditions") pu	blished by The Loan Syndi	cations and Trading Association, Inc.@	
(the "L	STA") as of Dec	cember 1, 2021, which Standard Terms	and Conditions are incorpo	orated herein by reference without any	
modific	cation whatsoever	except as otherwise agreed herein by	the parties and specifically	set forth in the "Trade Specific Othe	
Terms	of Trade" section	below. The parties hereto agree to subm	it any dispute as to the reason	nableness of a buy-in or sell-out price to	
binding	g arbitration in acc	cordance with the LSTA "Rules Govern	ng Arbitration between Loar	n Traders with regard to Cover Price fo	
Trades	that Do Not Settl	e by BISO Trigger Date" in existence or	the Trade Date, and to comp	ply with any award or decision issued in	
connec	tion with such as	arbitration proceeding. Capitalized ter	ms used and not defined in	this Confirmation have the respective	
meanin	igs ascribed theret	o in the Standard Terms and Conditions.			
T 1 .	Data	00/15/2022			
Trade	Date:	09/15/2022			
Seller:		Morgan Stanley Senior Funding, Inc.		✓ Principal Agent	
Buyer:		Redwood Opportunity Master Fund, I	_td.	Principal Agent	
Credit	Agreement:	CREDIT AND GUARANTY AGREE			
		Guarantors" and each individually, an (collectively, the "Lenders" and individually	ent Guarantor"), BYJU's Alp ne Parent Guarantor (together "Initial Guarantor"), each len dually, a "Lender"), and GLA	oha, Inc, a Delaware corporation (the r with the Parent Guarantor, the "Initial nder from time to time party thereto	
Borrower:		BYJU's Alpha, Inc.			

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 160 of 368

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No to be provided:

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

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

If you have any questions, please contact Ramit Khera at

Morgan Stanley Senior Funding, Inc.

Name: Terence Lean

By:

Title: Authorized Signatory

Redwood Opportunity Master Fund, Ltd.

By: REDWOOD CAPITAL MANAGEMENT, LLC, its

Toni Healey

Investment Manager

By:

Name: Toni Healey

Title: Chief Financial Officer

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 161 of 368

White Granite LLC - DD3 - BYJU Claim Transfer Supporting Documents

To:	White Granite I	LLC
	Buyer MEI:	US0M01KK78
	Attention:	Anna Xu
	Phone No.:	
	Fax No.:	
	Email:	
	Address:	
From:	Redwood Draw	down Master Fund III LP
	Seller MEI:	KY0M0089W6
	Attention:	Anna Xu
	Phone No.:	
	Fax No.:	
	Email:	
	Address:	
Date:	05/23/2023	
	We are pl	leased to confirm the following transaction, subject to the Standard
C C	(41 "G	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

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.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 163 of 368

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No to be provided:

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

Other Terms of Trade:

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

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

If you have any questions, please contact Kenny Feldman at

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

Toni Healey

Name: Toni Healey

Title: Chief Financial Officer

White Granite LLC

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

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

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

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.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 166 of 368

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No to be provided:

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

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

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

If you have any questions, please contact Kenny Feldman at

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

Toni Healey

Name: Toni Healey

Title: Chief Financial Officer

White Granite LLC

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

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

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

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

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

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

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

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

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 169 of 368

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount/ Type of Debt:

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

Purchase Rate: Initial Term Loan

Up Front Fees: None Initial Term Loan

(if any):

Credit Documents No to be provided:

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

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

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

If you have any questions, please contact Kenny Feldman at

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

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

White Granite LLC

By:

Name: Toni Healey

Title: Chief Financial Officer

Toni Healey

Schedule 4-A

Corporate Ownership Statement for Veritas Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Tangible Play, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF VERITAS PETITIONING CREDITORS

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, Veritas Capital Credit Opportunities Fund SPV, L.L.C. and Veritas Capital Credit Opportunities Fund II SPV, L.L.C. (each a "Veritas Petitioning Creditor" and collectively, the "Veritas Petitioning Creditors") hereby submit this consolidated corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against 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 <u>29</u>, 2024

Name: Mark Basile Title: President

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

Schedule 4-B

Claim Detail for Veritas Petitioning Creditors

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 175 of 368

<u>Schedule 4-B</u> 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 th 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	\$	None	No
Veritas Capital Credit Opportunities Fund SPV,			_	
L.L.C.	Term loan holdings	\$	None	No

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

Schedule 5-A

Corporate Ownership Statement for HGV BL SPV, LLC

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Tangible Play, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF HGV BL SPV, LLC

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, HGV BL SPV, LLC (the "HGV Petitioning Creditor") hereby submits this corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against 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 <u>Schedule 5-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 179 of 368

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

Name: Mandy Lam

DocuSigned by:

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

		Amount	of the Claim		Has There Been a
		Above the	e Value of Any	Corporate Entities Directly or Indirectly	Transfer of the Claim by
			Lien*	Owning 10% or More of Petitioning	or to the Petitioning
Name of HG Vora Petitioning Creditor	Nature of Claim			Creditor's Stock	Creditor?
				Petitioning Creditor is a wholly-owned,	
				direct subsidiary of HG Vora Special	
				Opportunities Master Fund, Ltd., which is	
				managed by HG Vora Capital	
				Management, LLC, its sole investment	
HGV BL SPV, LLC	Term loan holdings	\$		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

<u>Schedule 5-C</u> HGV BL SPV, LLC 1003(a) Declaration

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11
Tangible Play, Inc.		Case No. 24 ()
	Alleged Debtor.	

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

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

- 1. I make this declaration on behalf of HGV BL SPV, LLC (the "HGV Petitioning Creditor") in the above-captioned involuntary chapter 11 case (the "Bankruptcy Case") filed by 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 ("<u>HG Vora</u>"). The HGV Petitioning Creditor is a wholly-owned subsidiary of HG Vora Special Opportunities Master Fund, Ltd., both of which are managed by HG Vora. I have authority to execute this declaration on behalf of the HGV Petitioning Creditor.
- 3. As set forth more fully in <u>Schedules 5-A and 5-B</u> attached to the involuntary petition filed against 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 ("<u>Parent Guarantor</u>"), 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.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 185 of 368

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

Mardy Jan Mandy Lam

DocuSigned by:

Name: Title: General Counsel

Company: HG Vora Capital Management, LLC

 $On \ behalf \ of \ HGV \ BL \ SPV, \ LLC$

Exhibit A

HGV BL SPV, LLC Claim Transfer Supporting Documents

LSTA DISTRESSED TRADE CONFIRMATION

	,	
	Buyer MEI:	
	Attention:	
	Phone No.:	
	Fax No.:	
	Email:	
From:	HG Vora Specia	al Opportunities Master Fund, Ltd.
	Seller MEI:	
	Attention:	
	Phone No.:	
	Fax No.:	
	Email:	

HGV BL SPV. LLC

To:

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

1

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

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount / Type of Debt:

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 188 of 368

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

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

By:

Name: Philip Garthe

Title: Chief Operating Officer

HGV BL SPV, LLC

Bv:

Name: Philip Garthe

Title: Chief Operating Officer

ASSIGNMENT AND ASSUMPTION

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

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

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

2. Assignee: HGV BL SPV, LLC

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

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

Credit Agreement.

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

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

GLAS Trust Company LLC as the Administrative Agent and the

Collateral Agent.

6313288 - 001

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 191 of 368

6. Assigned Interest:

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

Effective Date: May 24, 2024

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

6313288 - 001

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

ASSIGNOR

HG VORA SPECIAL OPPORTUNITIES MASTER

FUND, LTD., as Assignor

By: HG Vora Capital Management LLC, as

investment adviser

Name: Philip Garthe

Title: Chief Operating Officer

ASSIGNEE

HGV BL SPV, LLC, as Assignee

Name: Philip Garthe

Title: Chief Operating Officer

6313288 - 001 3 Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

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

6313288 - 001 4

Schedule 6

[Reserved]

Schedule 7-A

Corporate Ownership Statement for Midtown Acquisitions L.P.

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

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

Schedule 7-B

Claim Detail for Midtown Acquisitions L.P.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 198 of 368

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

		Amount of the Claim Above the Value of Any Lien*	Corporate Entities <u>Directly or Indirectly</u>	
Name of Potitioning Creditor	Nature of Claim			the Claim by or to the Petitioning Creditor?
Name of Petitioning Creditor	Nature of Claim		Creditor's Stock	Petitioning Creditor:
Midtown Acquisitions L.P.	Term loan holdings	\$	N/A - Limited Partnership	Yes

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

Schedule 7-C

Midtown Acquisitions L.P. 1003(a) Declaration

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11	
Tangible Play, Inc.		Case No. 24	()
A	lleged Debtor.		

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

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

- 1. I make this declaration on behalf of Midtown Acquisitions L.P. ("Midtown Acquisitions") in the above-captioned involuntary chapter 11 case (the "Bankruptcy Case") filed by Midtown Acquisitions and other petitioning creditors against alleged debtor 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.
- I am an authorized signatory of Midtown Acquisitions GP LLC, the general partner of Midtown Acquisitions. I have authority to execute this declaration on behalf of Midtown Acquisitions.
- 3. As set forth more fully in <u>Schedule 7-B</u> attached to the involuntary petition filed against 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 "<u>Credit Agreement</u>"), 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:
Sludy Leviant
6DB118FC533747E

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.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 205 of 368

6. Assigned Interest:

Facility Assigned

Loans for all Lenders

Amount of Terms Loans

Assigned

Percentage Assigned of Term

Loans

Loans

USD 1,189,513,684.78

Effective Date: August 31, 2023

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 206 of 368

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

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

Go g. 186/2

3y: —

Name: Steven Blacker Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan
Title: Authorized Signatory

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

By: Name: Paige Bolus
Title: Client Service Associate

Consented to:

BYJU'S ALPHA, INC.

By: N/A

Name:

Title:

ASSIGNMENT AND ASSUMPTION

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

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

1. Assignor: Deutsche Bank AG, London Branch

2. Assignee: Midtown Acquisitions L.P.

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

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

Credit Agreement.

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

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

Collateral Agent.

6. Assigned Interest:

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

Effective Date: August _16_, 2023

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

Filed 06/05/24

Page 210 of 368

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

ASSIGNOR

DEUTSCHE BANK AG, LONDON BRANCH, as Assignor

By:

Name: Title:

Ben Tsang Director

By:

Name:

Title:

Jessie Liu Director

ASSIGNEE

Midtown Acquisitions L.P., as Assignee

By: Midtown Acquisitions GP LLC

DocuSigned by:

292DF2BA79104D0...

By:

_{Name:} Jennifer E. Donovan

Title: Authorized Signatory

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

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

ASSIGNMENT AND ASSUMPTION

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

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

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

2. Assignee: Midtown Acquisitions L.P.

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

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

Credit Agreement.

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

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

Collateral Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 213 of 368

6. Assigned Interest:

Facility Assigned

Loans for all Lenders

Amount of Terms Loans

Assigned

Percentage Assigned of Term

Loans

USD 1,189,513,684.78

Effective Date: June 26, 2023

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 214 of 368

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

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

By: Claron Pieconi

Name: Aaron Pieroni

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan
Title: Authorized Signatory

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

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 216 of 368

ASSIGNMENT AND ASSUMPTION

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

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

1. Assignor: Morgan Stanley Senior Funding, Inc.

2. Assignee: Midtown Acquisitions L.P.

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

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

Credit Agreement.

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

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

Collateral Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 217 of 368

6. Assigned Interest:

Facility Assigned

Loans for all Lenders

Initial Term Loan

Aggregate Amount of Term Loans

Assigned

Amount of Terms Loans

Assigned

Loans

Percentage Assigned of Term Loans

Loans

Effective Date: May 12, 2023

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 218 of 368

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

ASSIGNOR

MORGAN STANLEY SENIOR FUNDING, INC., as Assignor

By:

Name: Terence Lean

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan
Title: Authorized Signatory

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 219 of 368

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 220 of 368

ASSIGNMENT AND ASSUMPTION

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

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

1. Assignor: Morgan Stanley Senior Funding, Inc.

2. Assignee: Midtown Acquisitions L.P.

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

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

Credit Agreement.

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

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

Collateral Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 221 of 368

6. Assigned Interest:

Facility Assigned

Aggregate Amount of Term
Loans for all Lenders

Initial Term Loan

Amount of Terms Loans
Assigned

Loans

Percentage Assigned of Term
Loans

USD 1,189,513,684.78

Effective Date: May 17, 2023

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 222 of 368

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

ASSIGNOR

MORGAN STANLEY SENIOR FUNDING, INC., as Assignor

By:

Name: Terence Lean

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

Einer Vii

By:

Name: Erica Vinson

Title: Authorized Signatory

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 223 of 368

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 224 of 368

ASSIGNMENT AND ASSUMPTION

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

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

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

2. Assignee: Midtown Acquisitions L.P.

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

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

Credit Agreement.

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

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

Collateral Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 225 of 368

6. Assigned Interest:

Facility Assigned

Aggregate Amount of Term
Loans for all Lenders

Amount of Terms Loans
Assigned

Loans

Percentage Assigned of Term
Loans

USD 1,189,513,684.78

Effective Date: May 17, 2023

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 226 of 368

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

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

By:

Name: Terence Lean Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan Title: Authorized Signatory

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 227 of 368

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

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

ASSIGNMENT AND ASSUMPTION

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

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

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

2. Assignee: Midtown Acquisitions L.P.

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

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

Credit Agreement.

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

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

Collateral Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 229 of 368

6. Assigned Interest:

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

Effective Date: August 31, 2023

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

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

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

By:

Name: Tyler Warrington
Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan
Title: Authorized Signatory

Consented to and Accepted:

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:

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 232 of 368

ASSIGNMENT AND ASSUMPTION

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

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

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

2. Assignee: Midtown Acquisitions L.P.

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

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

Credit Agreement.

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

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

Collateral Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 233 of 368

6. Assigned Interest:

Facility Assigned

Aggregate Amount of Term
Loans for all Lenders

Amount of Terms Loans
Assigned

Percentage Assigned of Term
Loans

USD 1,192,513,684.78

Effective Date: March 14, 2023

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 234 of 368

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

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

By:

Name: Terence Lean Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan Title: Authorized Signatory

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 235 of 368

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 236 of 368

ASSIGNMENT AND ASSUMPTION

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

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

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

2. Assignee: Midtown Acquisitions L.P.

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

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

Credit Agreement.

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

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

Collateral Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 237 of 368

6. Assigned Interest:

Facility Assigned

Aggregate Amount of Term
Loans for all Lenders

Initial Term Loan

Amount of Terms Loans
Assigned

Loans

Percentage Assigned of Term
Loans

USD 1,192,513,684.78

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.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 238 of 368

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

Einer Vii

Name: Erica Vinson

Title: Authorized Signatory

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 239 of 368

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 240 of 368

ASSIGNMENT AND ASSUMPTION

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

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

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

2. Assignee: Midtown Acquisitions L.P.

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

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

Credit Agreement.

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

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

Collateral Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 241 of 368

6. Assigned Interest:

Facility Assigned

Aggregate Amount of Term
Loans for all Lenders

Amount of Terms Loans
Assigned

Percentage Assigned of Term
Loans

USD 1,189,513,684.78

Effective Date: May 12, 2023

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 242 of 368

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

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

By:

Name: Terence Lean Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan
Title: Authorized Signatory

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 243 of 368

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 244 of 368

ASSIGNMENT AND ASSUMPTION

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

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

1. Assignor: Morgan Stanley 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.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 245 of 368

6. Assigned Interest:

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

Amount of Terms Loans
Assigned
Loans
Percentage Assigned of Term
Loans

Effective Date: May 17, 2023

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 246 of 368

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

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

By:

Name: Terence Lean Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By: Einer Vin

Name: Erica Vinson

Title: Authorized Signatory

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 247 of 368

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 248 of 368

ASSIGNMENT AND ASSUMPTION

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

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

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

2. Assignee: Midtown Acquisitions L.P.

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

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

Credit Agreement.

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

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

Collateral Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 249 of 368

6. Assigned Interest:

Aggregate Amount of Term
Loans for all Lenders

Initial Term Loan

Aggregate Amount of Term
Loans for all Lenders

USD 1,192,513,684.78

Amount of Terms Loans
Assigned
Loans

Percentage Assigned of Term
Loans

Effective Date: March 8, 2023

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 250 of 368

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

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

Вы: До д. 186/гг

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 251 of 368

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 252 of 368

ASSIGNMENT AND ASSUMPTION

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

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

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

2. Assignee: Midtown Acquisitions L.P.

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

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

Credit Agreement.

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

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

Collateral Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 253 of 368

6. Assigned Interest:

Facility Assigned

Aggregate Amount of Term
Loans for all Lenders

Amount of Terms Loans
Assigned

Loans

Percentage Assigned of Term
Loans

USD 1,192,513,684.78

Effective Date: March 10, 2023

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 254 of 368

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

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

Laron Pieroni

Name: Aaron Pieroni Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan Title: Authorized Signatory

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 255 of 368

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 256 of 368

ASSIGNMENT AND ASSUMPTION

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

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

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

2. Assignee: Midtown Acquisitions L.P.

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

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

Credit Agreement.

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

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

Collateral Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 257 of 368

6. Assigned Interest:

Facility Assigned

Aggregate Amount of Term
Loans for all Lenders

Amount of Terms Loans
Assigned

Loans

Percentage Assigned of Term
Loans

USD 1,192,513,684.78

Effective Date: March 15, 2023

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 258 of 368

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

ASSIGNOR

JPMORGAN CHASE BANK, N.A., as Assignor

By: 86/2

Name: Steven Blacker Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan Title: Authorized Signatory

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 259 of 368

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 260 of 368

ASSIGNMENT AND ASSUMPTION

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

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

1. Assignor: Morgan Stanley Senior Funding, Inc.

2. Assignee: Midtown Acquisitions L.P.

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

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

Credit Agreement.

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

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

Collateral Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 261 of 368

6. Assigned Interest:

Facility Assigned

Aggregate Amount of Term Loans
Loans for all Lenders

Amount of Terms Loans
Assigned

Loans

Percentage Assigned of Term Loans

USD 1,200,000,000.000

Effective Date: December 16, 2021

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 262 of 368

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

ASSIGNOR

MORGAN STANLEY SENIOR FUNDING, INC., as Assignor

By:

Name: Josh Herrera

Title: Authorized Signatory

ASSIGNEE

MIDTOWN ACQUISITIONS L.P., as Assignee

By: Midtown Acquisitions GP LLC

By:

Name: Jennifer Donovan
Title: Authorized Signatory

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

Ву:

Name: Serena Harrell Title: Authorized Signatory

Consented to:

BYJU'S ALPHA, INC.

3y:

Name: Riju Ravindran Title: Director

Schedule 8-A

Corporate Ownership Statement for Silver Point Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Tangible Play, Inc.	Case No. 24 ()
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF THE SILVER POINT PETITIONING CREDITORS

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, the petitioning creditors identified on Schedule 8-B attached hereto (each a "Silver Point Petitioning Creditor") and collectively, the "Silver Point Petitioning Creditors") hereby submit this consolidated corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against 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 <u>Schedule 8-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

Dated: June 4, 2024

Name:

Steven Weiser General Counsel

Title: Company:

Silver Point Capital, L.P.

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

Schedule 8-B

Claim Detail for Silver Point Petitioning Creditors

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 269 of 368

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

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

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

Schedule 8-C

Silver Point Petitioning Creditors 1003(a) Declaration

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11	
Tangible Play, Inc.		Case No. 24	()
A	alleged Debtor.		

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

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

- 1. I make this declaration on behalf of SPCP Group, LLC and SPCP Institutional Group LLC (each a "Silver Point Petitioning Creditor" and collectively, the "Silver Point Petitioning Creditors") in the above-captioned involuntary chapter 11 case (the "Bankruptcy Case") filed by the Silver Point Petitioning Creditors and other petitioning creditors against alleged debtor 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 <u>Schedules 8-A and 8-B</u> 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 "<u>Credit Agreement</u>"), by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("<u>Parent Guarantor</u>"), certain subsidiaries of the Parent Guarantor (including, but not limited to, 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 <u>Schedule 8-B</u> attached hereto

Exhibit A

Silverpoint Petitioning Creditor Claim Transfer Supporting Documents

ASSIGNMENT AND ASSUMPTION

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

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

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

Assignee: SPCP Institutional Group, LLC

Borrower:

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

Administrative

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

the Credit Agreement.

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

2021 (as amended, restated, amended and restated,

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

Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 276 of 368

6. Assigned Interest:

Aggregate Amount of Amount of Terms
Facility
Assigned
Initial Term Loan

Aggregate Amount of Terms
Loans
Loans
Assigned

USD 1,189,513,684.78

Amount of Terms
Loans
Loans

Assigned

USD 1,189,513,684.78

Effective Date: March 11, 2024

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

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

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

By:

Name:

Belkys Ortiz Authorized Signatory

Title:

ASSIGNEE

SPCP INSTITUTIONAL GROUP, LLC, as Assignee

By:

Name:

Jennifer Poccia

Title:

Authorized Signatory

By Severa Harvell
:
^{Title:} Vice President
Consented to:
BYJU'S ALPHA, INC.
By N/A
Name:

GLAS TRUST COMPANY LLC, as Administrative

Consented to and Accepted:

Agent

Title:

ASSIGNMENT AND ASSUMPTION

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

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

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

2. Assignee: SPCP Group, LLC

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

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

Credit Agreement.

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

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

Collateral Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 280 of 368

6. Assigned Interest:

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

Initial Term Loan

Aggregate Amount of Term Amount of Terms Loans Percentage Assigned Loans

Loans

USD 1,189,513,684.78

Effective Date: March 11, 2024

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

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

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

Belly All

Name: Belkys Ortiz Title: Attorney-in-fact

ASSIGNEE

SPCP GROUP, LLC, as Assignee

y. ____

Name: Jennifer Poccia Title: Authorized Signatory

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

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

ASSIGNMENT AND ASSUMPTION

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

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

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

2. Assignee: SPCP Group, LLC

Borrower:

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

Administrative

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

the Credit Agreement.

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

2021 (as amended, restated, amended and restated,

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

Agent.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 284 of 368

6. Assigned Interest:

Aggregate Amount of Amount of Terms
Facility
Assigned

Initial Term Loan

Aggregate Amount of Terms
Loans
Loans
Loans
Assigned

USD 1,189,513,684.78

Effective Date: March 11, 2024

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

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

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

By:

Name:

Belkys Ortiz Authorized Signatory

Title:

ASSIGNEE

SPCP GROUP, LLC, as Assignee

By:

Name:

Jennifer Poccia
Title: Authorized Signatory

By : —	Servia Harrell	
Name:	Serena Harrell Vice President	
Consent	ed to:	
BYJU'S	ALPHA, INC.	
Ву	A.//A	
: —	N/A	_
Name:		

GLAS TRUST COMPANY LLC, as Administrative

Consented to and Accepted:

Agent

Title:

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between Morgan Stanley Bank, N.A. (the "Assignor") and SPCP 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.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 288 of 368

6. Assigned Interest:

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

Initial Term Loan

Aggregate Amount of Term Amount of Terms Loans Percentage Assigned Loans

USD 1,189,513,684.78

Effective Date: March 11, 2024

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

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

ASSIGNOR

MORGAN STANLEY BANK, N.A., as Assignor

Belle Al

Name: Belkys Ortiz Title: Attorney-in-fact

ASSIGNEE

SPCP INSTITUTIONAL GROUP, LLC, as Assignee

Name: Jennifer Poccia
Title: Authorized Signatory

5649902 - 003

Consented to and Accepted:

GLAS TRUST COMPANY LLC, as Administrative Agent

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

5649902 - 003

Schedule 9-A

Corporate Ownership Statement for Shawnee 2022-1 LLC

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Tangible Play, Inc.	Case No. 24 (
Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF SHAWNEE 2022-1 LLC

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, Shawnee 2022-1 LLC (the "SBC Petitioning Creditor) hereby submits this corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against 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 <u>Schedule 9-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 294 of 368

Dated: June 4, 2024

DocuSigned by: 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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 296 of 368

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

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

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

Schedule 9-C

Shawnee 2022-1 LLC 1003(a) Declaration

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Tangible Play, Inc.	Case No. 24 (
Alleged Debtor.	

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

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

- 1. I make this declaration on behalf of Shawnee 2022-1 LLC (the "SBC Petitioning Creditor") in the above-captioned involuntary chapter 11 case (the "Bankruptcy Case") filed by the SBC Petitioning Creditor and other petitioning creditors against alleged debtor 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 <u>Schedules 9-A and 9-B</u> 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 "<u>Credit Agreement</u>"), by and among BYJU's Alpha, Inc., Think and

Learn Private Limited ("<u>Parent Guarantor</u>"), certain subsidiaries of the Parent Guarantor (including, but not limited to, 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:

Dow 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 Name:	Shawnee 2022-1 LLC	From: Seller Name:	CHAIN BRIDGE OPPORTUNISTIC FUNDING, LLC
Buyer MEI :		Seller MEI :	
Contact Person:		Contac Persor	
Phone No.:		Phone No.:	
Fax No.:		Fax No	o.:
Email Address		Email Addre	ss:

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	<u>Facility</u>	CUSIP Number
USD25,000,000.00	Term	Initial Term Loan	Y8800HAB6

Purchase Rate:

	Case 24-11163-B	LS Doc 1	Filed 06/05/24	Page 303 of 36	8
Up-front Fee:	None			•	
Accrued Interest:	Sett Set Se	ed Without Acci	rued Interest		
	☐ Paid	On Settlement	Date		
	☐ Trac	les Flat			
	☐ Disc	ount From Next	Rollover Date		
	☐ Buy	er Receives Ber	nefit of Interest		
	□ N/A				
Assignment Fee Paid	By: Waived				
Credit Documents to be provided by Sel	l a	(only applicable on or prior to T	e if Buyer was not a Le rade Date)	nder on Trade Date ar	nd made its
	⊠ No				
Collateral Annex Applicable:	☐ Yes ☐ No				
Collateral Account Institution:	if se	ected, Collatera	established with Seller al Account Segregation stablished with a Third		
Trade Specific Other Terms of Trade	e:				
Subject to:	Negotiati	on, execution a	nd delivery of reasonal	oly acceptable contrac	ts and

instruments of transfer in accordance herewith.



SELLER

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

By: (Electronic Signature on file)

1 Junt

Name: Tiffany Short

Title: Securities Operations Supervisor

Date: 16-MAR-22

BUYER

Shawnee 2022-1 LLC

By: (Electronic Signature on file)

1 Thut

Name: Tiffany Short

Title: Securities Operations Supervisor

Date: 16-MAR-22

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 305 of 368

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between 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.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 306 of 368

6. Assigned Interest:

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

Effective Date: 4/1/2021

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.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 307 of 368

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

ASSIGNOR

CHAIN BRIDGE OPPORTUNISTIC FUNDING, LLC

By: CBAM Partners, LLC, as Investment Manager

By: (Electronic Signature on file)

Mut

Name: Tiffany Short

Title: Securities Operations Supervisor

ASSIGNEE

Shawnee 2022-1 LLC

By: (Electronic Signature on file)

Name: Tiffany Short

Title: Securities Operations Supervisor

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 308 of 368

Consented to and Accepted:

GLAS Trust Company LLC AS THE ADMINISTRATIVE AGENT

	/		
Name:	Edward	Polance	
Title:		President	
	nted to:		
BYJU'	s Alpha, Inc.		
By: Name: Title:	N/A_		

Schedule 10-A

Corporate Ownership Statement for Sentinel Dome Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11
Tangible Play, Inc.		Case No. 24 ()
	Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF THE SENTINEL DOME PETITIONING CREDITORS

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, the petitioning creditors identified on Schedule 10-B attached hereto (each a "Sentinel Dome Petitioning Creditor" and collectively, the "Sentinel Dome Petitioning Creditors") hereby submit this consolidated corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against 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 <u>Schedule 10-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

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 <u>Schedule 10-B</u> attached hereto

Schedule 10-B

Claim Detail for Sentinel Dome Petitioning Creditors

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 314 of 368

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

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

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

Schedule 11-A

Corporate Ownership Statement for Stonehill Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11
Tangible Play, Inc.		Case No. 24 ()
	Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF THE STONEHILL PETITIONING CREDITORS

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, the petitioning creditors identified on Schedule 11-B attached hereto (each a "Stonehill Petitioning Creditor" and collectively, the "Stonehill Petitioning Creditors") hereby submit this consolidated corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against 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 <u>Schedule 11-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

Dated: June 4, 2024

DocuSigned by: Paul Malek Paul D. Malek

Name:

Title: Authorized Signatory

Stonehill Capital Management LLC Company:

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

Schedule 11-B

Claim Detail for Stonehill Petitioning Creditors

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 320 of 368

Schedule 11-B to Tangible Play, Inc. Involuntary Bankruptcy Petition

Claim Detail for Stonehill Petitioning Creditors

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

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

Schedule 11-C

Stonehill Petitioning Creditors 1003(a) Declaration

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Tangible Play, Inc.	Case No. 24 ()
Alleged Debtor.	

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

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

- 1. I make this declaration on behalf of Stonehill Master Fund Ltd. and Stonehill Institutional Partners, L.P. (each a "Stonehill Petitioning Creditor" and collectively, the "Stonehill Petitioning Creditors") in the above-captioned involuntary chapter 11 case (the "Bankruptcy Case") filed by Petitioning Creditor and other petitioning creditors against alleged debtor 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 <u>Schedule 11-B</u> 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 "<u>Credit Agreement</u>"), by and among BYJU's Alpha, Inc., Think and Learn Private Limited ("<u>Parent Guarantor</u>"), certain subsidiaries of the Parent Guarantor (including, but not limited to, 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

Poul D. Molek

Name: Paul D. Malek

Title: Authorized Signatory

Company: Stonehill Capital Management LLC

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

Exhibit A

Stonehill Capital Management, LLC – Claims Transfer Supporting Documents

Morgan Stanley

LSTA DISTRESSED TRADE CONFIRMATION

To: Stonehill Institutional Partners, L.P.

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

Fax No.:

Email: amaietta@stonehillcap.com

From: Morgan Stanley Senior Funding, Inc.

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

Fax No.:

Email: angelo.went@morganstanley.com

0010410001

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

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	Term	Initial Term Loan	Y8800HAB6

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 327 of 368

Purchase Rate:	Initial Term Loan
Accrued Interest:	 Settled Without Accrued Interest ✓ Trades Flat Paid on Settlement Date
Credit Documents to be provided:	No
LSTA Standard Other Terms of Trade:	 □ This Transaction shall be subject to the successful completion of the purchase by Seller of the Purchase Amount of the Debt to be sold to Buyer hereunder □ This Transaction shall be subject to the successful completion of the sale by Buyer of the Purchase Amount of the Debt to be purchased from Seller hereunder □ Flip representations shall apply (election is applicable only if Seller is a Riskless Principal (i.e., the first box above has been checked), the settlement of the sale of the Purchase Amount of the Debt to Buyer from Seller occurs no later than one (1) business day after the settlement of the purchase of the Purchase Amount of the Debt by Seller from Seller's immediate prior seller(s) and the other criteria specified in Section 11 of the Standard Terms and Conditions are met) □ Buyer shall be the Drafting Party
Trade Specific Other Terms of Trade:	
_	ified herein, Morgan Stanley Senior Funding, Inc. shall not be required to pay (in the aggregate) more than one-half of for transactions (specified in this or any other Confirmation related to this trade) allocated by an investment manager funds or accounts.
Please see attached ur	der "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.
	are of a duly authorized signatory where indicated below and return this letter to the attention of Michael Ferrara at the sy 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.

Belly All

Name: Belkys Ortiz

Title: Attorney-in-fact

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

By:

Name: Anthony Maietta

Title: Authorized Signatory

Morgan Stanley

LSTA DISTRESSED TRADE CONFIRMATION

To: Stonehill Master Fund Ltd.

Buyer MEI: KY1L177544
Attention: Anthony Maietta
Phone No.: 212-739-7474

Fax No.:

Email: amaietta@stonehillcap.com

From: Morgan Stanley Senior Funding, Inc.

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

Fax No.:

Email: angelo.went@morganstanley.com

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

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

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

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

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

1

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

Borrower: BYJU's Alpha, Inc.

Form of Purchase: Assignment

Purchase Amount /
Type of Debt:

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

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 330 of 368

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

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.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 331 of 368

Morgan Stanley Senior Funding, Inc.

Belly All

Name: Belkys Ortiz

Title: Attorney-in-fact

Stonehill Master Fund Ltd.

By: Stonehill Capital Management, LLC, its Investment Adviser

By:

Name: Anthony Maietta

Title: Authorized Signatory

LSTA DISTRESSED TRADE CONFIRMATION

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

Buyer MEI:

US1L053225

Attention:

Anthony Maietta

Phone No .:

212-739-7474

Fax No .:

Email:

amaietta@stonehillcap.com

From: Bank of America, N.A.

Seller MEI:

US1L223141

Attention:

Seth Denson

Phone No.:

646 556-2107

Fax No.:

Email:

seth.denson@bofa.com

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

Trade Date:

02/02/2024

Seller:

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

Agent ✓ Principal

Buyer:

Stonehill Institutional Partners, L.P.

Agent ✓ Principal

Credit Agreement:

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

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

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

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

Borrower:

BYJU's Alpha, Inc.

Form of Purchase:

Assignment

Purchase Amount / Type of Debt:

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

Purchase Rate:	Initial Term Loan
Accrued Interest:	 ☐ Settled Without Accrued Interest ✓ Trades Flat ☐ Paid on Settlement Date
Credit Documents to be provided:	No
LSTA Standard Other Terms of Trade:	This Transaction shall be subject to the successful completion of the purchase by Seller of the Purchase Amount of the Debt to be sold to Buyer hereunder
	This Transaction shall be subject to the successful completion of the sale by Buyer of the Purchase Amount of the Debt to be purchased from Seller hereunder
	Flip representations shall apply (election is applicable only if Seller is a Riskless Principal (i.e., the first box above has been checked), the settlement of the sale of the Purchase Amount of the Debt to Buyer from Seller occurs no later than one (1) business day after the settlement of the purchase of the Purchase Amount of the Debt by Seller from Seller's immediate prior seller(s) and the other criteria specified in Section 11 of the Standard Terms and Conditions are met)
	Buyer shall be the Drafting Party
Trade Specific Other Terms of Trade: Unless otherwise specifie for the transaction accounts.	cified herein, Bank of America, N.A. shall not be required to pay (in the aggregate) more than one full Agent transfer as (specified in this or any other Confirmation) allocated by an investment manager or advisor to multiple funds or
PLEASE SEE RIDE	R A ATTACHED.
Subject To:	Negotiation, execution and delivery of reasonably acceptable contracts and instruments of transfer in accordance herewith.
Please provide the signal following fax number (6	ture of a duly authorized signatory where indicated below and return this letter to the attention of Melinda Celaj at the 46)6904301 or by email at melinda.celaj@spglobal.com.
	40.4071

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

Bank of America, N.A.

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

By:

Name:

Title:

By: Wang Mei 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 assignments and materials distributed under any loan or credit agreement, should be sent only to Jon Barnes, Bank of America, Credit and Information Group, NC1-027-15-01, 214 North Tryon Street, Charlotte, North Carolina 28255; HYPERLINK

"mailto:bas.infomanager@bankofamerica.com"bas.infomanager@bankofamerica.com; 980-386-0805 (phone); 704-409-0768 (fax). In addition, you should not orally communicate to the Desk any non-public information relating to a company or a loan unless Bank of America expressly authorizes you to do so.

LSTA DISTRESSED TRADE CONFIRMATION

To:	Stonehill	Institutional	Partners,	LP.

Buyer MEI:

US1L053225

Attention:

Anthony Maietta

Phone No.:

212-739-7474

Fax No .:

Email:

amaietta@stonehillcap.com

From: Bank of America, N.A.

Seller MEI:

US1L223141

Attention:

Seth Denson

Phone No.:

646 556-2107

Fax No.:

Email:

seth.denson@bofa.com

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

Trade Date:

02/08/2024

Seller:

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

Agent ✓ Principal

Buyer:

Stonehill Institutional Partners, L.P.

✓ Principal

Credit Agreement:

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

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

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

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

Borrower:

BYJU's Alpha, Inc.

Form of Purchase:

Assignment

Purchase Amount / Type of Debt:

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

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

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

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

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

herewith.

Bank of America, N.A.

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

By:

Name:

Title:

By: Wang Mei Lan

Name: Doris Lau

Title: CFO

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	Lta
-----	-----------	--------	------	-----

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.

Credit Agreement:

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

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

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

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

Borrower:

BYJU's Alpha, Inc.

Form of Purchase:

Assignment

Purchase Amount / Type of Debt:

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

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

6131478002

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

Bv:

Name:

Title:

By: Wang Mei 2

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 Information Group, NC1-027-15-01, 214 North Tryon Street, Charlotte, North Carolina 28255; Pyperlink (fax). In addition, "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

			2000	
T	Stonehill	Martar	Eund	TtA
To:	Stonentti	Musici	T. MIM	Luc

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:

02/08/2024

Seller:

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

Agent ✓ Principal

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
The state of the s	Term	Initial Term Loan	Y8800HAB6
USD	Term	imuai Terini Loan	10000

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 he fee for the transactions (speciaccounts. PLEASE SEE RIDER A AT	rein, Bank of America, N.A. shall not be required to pay (in the aggregate) more than one full Agent transfer fied in this or any other Confirmation) allocated by an investment manager or advisor to multiple funds or TACHED.

Subject To:

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

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

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

Bank of America, N.A.

Stonehill Master Fund Ltd.

By: Stonehill Capital Management, LLC, its Investment Adviser

By:

Name:

Title:

By: Wang Mei Za

Name: Doris Lau

Title: CFO

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

Schedule 12-A

Corporate Ownership Statement for Diameter Petitioning Creditors

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

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

Schedule 12-B

Claim Detail for Diameter Petitioning Creditors

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 347 of 368

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

		Amount of the	Claim	Corporate Entities <u>Directly or</u>	
		Above the Value	e of Any	Indirectly Owning 10% or	Has There Been a Transfer
		Lien*		More of Petitioning Creditor's	of the Claim by or to the
Name of Petitioning Creditor	Nature of Claim			Stock	Petitioning Creditor?
DIAMETER DISLOCATION MASTER FUND LP	Term loan holdings	\$		N/A	No
Diameter Dislocation Master Fund II LP	Term loan holdings	\$		N/A	No
DIAMETER MASTER FUND LP	Term loan holdings	\$		N/A	No

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

Schedule 13-A

Corporate Ownership Statement for Ellington Petitioning Creditors

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11
Tangible Play, Inc.		Case No. 24 ()
	Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF ELLINGTON PETITIONING CREDITORS

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, Ellington CLO III, Ltd. and Ellington Special Relative Value Fund LLC (each an "Ellington <u>Petitioning Creditor</u>" and collectively, the "<u>Ellington Petitioning Creditors</u>") 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. 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 <u>Schedule 13-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 351 of 368

Dated: June 4, 2024

Name: Daniel Margolis Title: General Counsel

Company: Ellington Management Group L.L.C. and Ellington CLO Management L.L.C.

On behalf of Ellington CLO III, Ltd. and Ellington Special Relative Value Fund LLC

Schedule 13-B

Claim Detail for Ellington Petitioning Creditors

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 353 of 368

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

		Amount of the Claim	Above		Has There Been a Transfer of the Claim
Name of Petitioning Creditor	Nature of Claim	the Value of Any L	.ien*	Indirectly Owning 10% or More	by or to the Petitioning Creditor?
Ellington CLO III, Ltd.	Term loan holdings	\$		None	No
Ellington Special Relative Value Fund L.L.C.	Term loan holdings	\$		None	No

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

Schedule 14-A

Corporate Ownership Statement for GLAS Trust Company LLC

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11
Tangible Play, Inc.		Case No. 24 ()
	Alleged Debtor.	

CORPORATE OWNERSHIP STATEMENT OF GLAS TRUST COMPANY LLC

Pursuant to Rules 1010(b) and 7007-1 of the Federal Rules of Bankruptcy Procedure, GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent under the Credit Agreement (defined below) (the "Petitioning Agent Creditor"), hereby submits this corporate ownership statement (this "Corporate Ownership Statement") in connection with the involuntary chapter 11 bankruptcy petition filed against 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:	Chapter 11
Tangible Play, Inc.	Case No. 24 ()
Alleged Debtor.	

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 <u>Schedule 15-B</u> attached hereto, and that all information contained therein is true and correct to the best of my knowledge, information and belief, with reliance on appropriate corporate officers.

[Signature Page to Follow]

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 362 of 368

Dated: June 4, 2024

Name: Amy C. Adams

Title: Senior Vice President & Treasurer Company: Continental Casualty Company

On behalf of Continental Casualty Company



Schedule 15-B

Claim Detail for Continental Casualty Company

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

		Amount of the Claim Above the	e Corporate Entities <u>Directly or Indirectly</u>	Has There Been a Transfer of
		Value of Any Lien*	Owning 10% or More of Petitioning	the Claim by or to the
Name of Petitioning Creditor	Nature of Claim		Creditor's Stock	Petitioning Creditor?
			Continental Casualty Company is a wholly	
			owned subsidiary of The Continental	
			Corporation, which is a wholly owned	
			subsidiary of CNA Financial Corporation, a	
			publicly traded company.	
			Loews Corporation, a publicly traded	
			company, owns approximately 92% of	
Continental Casualty Company	Term loan holdings	\$	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.

<u>Schedule 16-A – No Corporate Ownership Statement Required</u> <u>for India Credit Solutions, L.P.</u>

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

Schedule 16-B

Claim Detail for India Credit Solutions, L.P.

Case 24-11163-BLS Doc 1 Filed 06/05/24 Page 368 of 368

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

		Above the Value of Any		Corporate Entities Directly or	Has There Been a
		Lien*		Indirectly Owning 10% or More of	Transfer of the Claim by
Name of Varde Petitioning Creditor	Nature of Claim	_		Petitioning Creditor's Stock	or to the Petitioning
India Credit Solutions, L.P.	Term loan holdings	\$		N/A - limited partnership	No

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