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MARKETS INC.**
388 Greenwich Street
New York, New York 10013

**BANCO SANTANDER, S.A.,
NEW YORK BRANCH**
437 Madison Avenue New York,
NY 10022

**THE TORONTO-DOMINION
BANK**
TD SECURITIES (USA) LLC
1 Vanderbilt Avenue New York,
NY 10017

**BANK OF
MONTREAL
BMO CAPITAL
MARKETS CORP.**
151 West 42nd Street
New York, NY 10036

**CANADIAN
IMPERIAL BANK OF
COMMERCE
CIBC WORLD
MARKETS CORP.**
300 Madison Avenue
New York, NY 10021

**DEUTSCHE BANK
AG NEW YORK
BRANCH
DEUTSCHE BANK
AG CAYMAN
ISLANDS
BRANCH
DEUTSCHE BANK
SECURITIES INC.**
1 Columbus Circle
New York, NY 10019

**THE BANK OF
NOVA SCOTIA**
250 Vesey Street
New York, NY 10281

**NATWEST MARKETS PLC
NATIONAL WESTMINSTER BANK PLC**
250 Bishopsgate
London, EC2M 4AA,
United Kingdom

MIZUHO BANK, LTD.
1271 Avenue of the Americas
New York, New York 10020

CONFIDENTIAL
November 29, 2024

ABC Technologies Acquisitions Limited
c/o ABC Group Intermediate Holdings Inc.
2 Norelco Drive
Toronto, ON M9L 2X6
Canada
Attention: Scott Roggenbauer

Project Golf
\$1,225 million Senior Secured Term Facility
\$500 million (equivalent) Senior Secured Revolving Facility
\$1,000 million (equivalent) Senior Secured Bridge Facility
Commitment Letter

Ladies and Gentlemen:

You have advised Citi (as defined below) (“*Citi*”), Banco Santander, S.A., New York Branch (“*Santander*”), The Toronto-Dominion Bank (“*TD Bank*”), TD Securities (USA) LLC (“*TDS*”) and, together with TD Bank, “*TD*”), Bank of Montreal (“*BMO*”), BMO Capital Markets Corp. (“*BMOCM*” and, together with BMO, “*Bank of Montreal*”), Canadian Imperial Bank of Commerce (“*CIBC Bank*”), CIBC World Markets Corp. (“*CIBC World Markets*” and, together with CIBC Bank, “*CIBC*”), Deutsche Bank AG New York Branch (“*DBNY*”), Deutsche Bank AG Cayman Islands Branch

(“**DBCF**”), Deutsche Bank Securities Inc. (“**DBSF**” and, together with DBNY and DBCI, “**Deutsche Bank**”), The Bank of Nova Scotia (“**ScotiaBank**”), NatWest Markets Plc (“**NatWest Markets**”), National Westminster Bank Plc (“**NatWest Bank**” and, together with NatWest Markets, “**NatWest**”) and Mizuho Bank, Ltd. (“**Mizuho**” and, together with Citi, Santander, TD, Bank of Montreal, CIBC, Deutsche Bank, ScotiaBank and NatWest, the “**Banks**”), that (i) ABC Technologies Acquisitions Limited, a private limited company incorporated under the laws of England and Wales (“**Bidco**” or “**you**”) and an indirect wholly-owned subsidiary of ABC Group Intermediate Holdings Inc., a corporation existing under the laws of Ontario (“**Holdings**”), intends to acquire up to 100% of the issued share capital (the “**Target Shares**”) in TI Fluid Systems plc, a public limited company incorporated under the laws of England and Wales (the “**Target**”) pursuant to a Scheme and/or Offer and, if applicable, a Squeeze-Out (in each case, as defined in the Term Sheets) or any other acquisition of shares in the Company (collectively, the “**Acquisition**”) and (ii) you intend to consummate the other transactions described in the Transaction Description attached hereto as Exhibit A (the “**Transaction Description**”). As used herein, “**Citi**” means Citigroup Global Markets Inc., Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as Citi shall determine to be appropriate to provide the services contemplated herein.

You have further advised us that, in connection therewith, the Borrowers (as defined in the Transaction Description) will obtain the Senior Facilities and, if applicable, the Senior Secured Bridge Facility (each as defined in the Transaction Description and, collectively, the “**Facilities**”), subject solely to the conditions set forth in Section 6 of this Commitment Letter, in each of the Term Sheets (as defined below) under the paragraph titled “Conditions Precedent to Initial Borrowing” and in Exhibit D hereto.

Capitalized terms used but not defined herein have the meaning assigned to such terms in the Transaction Description, the Summary of Principal Terms and Conditions attached hereto as Exhibit B (the “**Senior Facilities Term Sheet**”) or the Summary of Principal Terms and Conditions attached hereto as Exhibit C (the “**Senior Secured Bridge Facility Term Sheet**”) and, together with the Senior Facilities Term Sheet, the “**Term Sheets**”).

1. Commitments.

In connection with the foregoing, (a) Citi is pleased to advise you of its several, but not joint, commitment to provide 22.75% of the principal amount of each of the Facilities, (b) Santander is pleased to advise you of its several, but not joint, commitment to provide 13.65% of the principal amount of each of the Facilities, (c) TD Bank is pleased to advise you of its several, but not joint, commitment to provide 13.65% of the principal amount of each of the Facilities, (d) BMO is pleased to advise you of its several, but not joint, commitment to provide 9.10% of the principal amount of each of the Facilities, (e) CIBC Bank is pleased to advise you of its several, but not joint, commitment to provide 9.10% of the principal amount of each of the Facilities, (f) DBNY is pleased to advise you of its several, but not joint, commitment to provide 9.10% of the principal amount of each of the Senior Facilities, (g) DBCI is pleased to advise you of its several, but not joint, commitment to provide 9.10% of the principal amount of the Senior Secured Bridge Facility, (h) ScotiaBank is pleased to advise you of its several, but not joint, commitment to provide 9.10% of the principal amount of each of the Facilities, (i) NatWest Markets is pleased to advise you of its several, but not joint, commitment to provide 9.00% of the principal amount of each of the Term Facility and the Senior Secured Bridge Facility, (j) NatWest Bank is pleased to advise you of its several, but not joint, commitment to provide 9.00% of the principal amount of the Revolving Facility and (k) Mizuho is pleased to advise you of its several, but not joint, commitment to provide 4.55% of the principal amount of each of the Facilities, in each case, upon the terms and subject solely to the conditions set forth in this commitment letter (including the Term Sheets and other attachments hereto, this “**Commitment Letter**”).

You shall have the right, at any time until the earlier of (a) 20 business days after the Countersigning Date (as defined below) and (b) December 31, 2024, to obtain commitments from additional banks, financial institutions and other entities (the “**Bank Additional Initial Lenders**” and, together with the Banks, each, a “**Bank Initial Lender**” and, collectively, the “**Bank Initial Lenders**”) to assume the rights and obligations of the Banks hereunder in respect of up to 20% of the commitments under the Facilities (allocated ratably among the Facilities (other than as set forth in clause (y) below with respect to the Revolving Facility and the Interim Revolving Facility) and with an equal allocation of commitments under the Interim Facilities); *provided* that (w) the aggregate amount of the commitments under the Facilities and the Interim Facilities that may be assumed by the Bank Additional Initial Lenders shall be reduced by any commitments under the Facilities and the Interim Facilities assumed by the Additional Initial Non-Arranger Lenders pursuant to the paragraph immediately below, (x) the Bank Additional Initial Lenders and the assignment and assumption documentation entered into in connection therewith (which may be in the form of an amendment and restatement of this Commitment Letter and the Fee Letter) shall be reasonably acceptable to the “left” Lead Arrangers, (y) the foregoing cap shall not apply to the Revolving Facility or the Interim Revolving Facility and (z) no Bank Additional Initial Lender shall receive greater economics in respect of the Facilities than that received by any Bank Initial Lender party hereto on the date hereof (except as otherwise agreed by such Bank Initial Lender). Each Bank’s commitments in respect of a Facility (and any commitment held by any and all lenders to which any Bank assigns a portion of its commitments in respect of such Facility in accordance with the terms hereof prior to the execution of such documentation other than to Bank Additional Initial Lenders or Additional Initial Non-Arranger Lenders) shall be reduced pro rata by the aggregate amount of commitments in respect of such Facility held by the Bank Additional Initial Lenders upon the execution by such Bank Additional Initial Lenders of such documentation and each such Bank Additional Initial Lender’s several commitment shall be allocated pro rata among the Facilities and among the Interim Facilities (except that (i) any such Bank Additional Initial Lender may be allocated a greater than pro rata share of the commitments with respect to the Revolving Facility and the Interim Revolving Facility and (ii) any Bank Additional Initial Lender that is an affiliate of the Sponsor shall not be required to provide a pro rata portion of the Revolving Facility or the Interim Revolving Facility).

You shall have the right, at any time until the earlier of (a) 20 business days after the Countersigning Date and (b) December 31, 2024, to obtain commitments from additional financial institutions and other entities (other than banks) that will not act as arrangers under the Facilities and the Interim Facilities and will not receive any title under the Facilities and the Interim Facilities (the “**Additional Initial Non-Arranger Lenders**” and, together with the Bank Initial Lenders, each, an “**Initial Lender**” and, collectively, the “**Initial Lenders**”) to assume the rights and obligations of the Banks hereunder in respect of up to 20% of the commitments under the Facilities (allocated ratably among the Facilities (other than as set forth in clause (y) below with respect to the Revolving Facility and the Interim Revolving Facility) and with an equal allocation of commitments under the Interim Facilities); *provided*, that (w) the aggregate amount of the commitments under the Facilities and the Interim Facilities that may be assumed by the Additional Initial Non-Arranger Lenders shall be reduced by any commitments under the Facilities and the Interim Facilities assumed by the Bank Additional Initial Lenders, (x) if you exercise your rights under this paragraph, the assignment and assumption documentation entered into in connection therewith (which may be in the form of an amendment and restatement of this Commitment Letter and the Fee Letter) shall be reasonably acceptable to the applicable “left” Lead Arranger, (y) the foregoing cap shall not apply to the Revolving Facility or the Interim Revolving Facility and (z) no Additional Initial Non-Arranger Lender shall receive greater economics in respect of the Facilities than that received by any Bank Initial Lender party hereto on the date hereof (except as otherwise agreed by such Bank Initial Lender). Each Bank’s commitments in respect of a Facility (and any such commitment held by any and all lenders to which any Bank assigns a portion of its commitments in accordance with the terms hereof prior to the execution of such documentation other than to Bank Additional Initial Lenders or Additional Initial Non-Arranger Lenders) shall be reduced pro rata by the aggregate amount of

commitments in respect of such Facility held by the Additional Initial Non-Arranger Lenders upon the execution by such Additional Initial Non-Arranger Lenders of such documentation and each such Additional Initial Non-Arranger Lender's several commitment shall be allocated pro rata among the Facilities and among the Interim Facilities (except that (i) any such Additional Initial Non-Arranger Lender may be allocated a greater than pro rata share of the commitments with respect to the Revolving Facility and the Interim Revolving Facility and (ii) any Additional Initial Non-Arranger Lender that is an affiliate of the Sponsor shall not be required to provide a pro rata portion of the Revolving Facility or the Interim Revolving Facility).

In addition, in connection with the Transactions, the Banks are pleased to confirm that they have executed and delivered to you (or otherwise become party to) an interim facilities agreement (the "**Interim Facilities Agreement**") in respect of (a) Citi, (i) its several, but not joint commitment to provide 22.75% of the principal amount of a \$1,225 million interim term facility (the "**Interim Term Facility**"), (ii) its several, but not joint commitment to provide 22.75% of the principal amount of a \$500 million (equivalent) interim revolving facility (the "**Interim Revolving Facility**") and (iii) its several, but not joint commitment to provide 22.75% of the principal amount of a \$1,000 million (equivalent) interim senior secured bridge facility (the "**Interim Senior Secured Bridge Facility**" and, together with the Interim Term Facility and the Interim Revolving Facility, the "**Interim Facilities**"), (b) Santander, (i) its several, but not joint, commitment to provide 13.65% of the principal amount of the Interim Term Facility, (ii) its several, but not joint, commitment to provide 13.65% of the principal amount of the Interim Revolving Facility and (iii) its several, but not joint commitment to provide 13.65% of the principal amount of the Interim Senior Secured Bridge Facility, (c) TD Bank, (i) its several, but not joint, commitment to provide 13.65% of the principal amount of the Interim Term Facility, (ii) its several, but not joint, commitment to provide 13.65% of the principal amount of the Interim Revolving Facility and (iii) its several, but not joint commitment to provide 13.65% of the principal amount of the Interim Senior Secured Bridge Facility, (d) BMO, (i) its several, but not joint, commitment to provide 9.10% of the principal amount of the Interim Term Facility, (ii) its several, but not joint, commitment to provide 9.10% of the principal amount of the Interim Revolving Facility and (iii) its several, but not joint commitment to provide 9.10% of the principal amount of the Interim Senior Secured Bridge Facility, (e) CIBC Bank, (i) its several, but not joint, commitment to provide 9.10% of the principal amount of the Interim Term Facility, (ii) its several, but not joint, commitment to provide 9.10% of the principal amount of the Interim Revolving Facility and (iii) its several, but not joint commitment to provide 9.10% of the principal amount of the Interim Senior Secured Bridge Facility, (f) Deutsche Bank, (i) DBNY's several, but not joint, commitment to provide 9.10% of the principal amount of the Interim Term Facility, (ii) DBNY's several, but not joint, commitment to provide 9.10% of the principal amount of the Interim Revolving Facility and (iii) DBCI's several, but not joint commitment to provide 9.10% of the principal amount of the Interim Senior Secured Bridge Facility, (g) ScotiaBank, (i) its several, but not joint, commitment to provide 9.10% of the principal amount of the Interim Term Facility, (ii) its several, but not joint, commitment to provide 9.10% of the principal amount of the Interim Revolving Facility and (iii) its several, but not joint commitment to provide 9.10% of the principal amount of the Interim Senior Secured Bridge Facility, (h) NatWest, (i) NatWest Markets' several, but not joint, commitment to provide 9.00% of the principal amount of the Interim Term Facility, (ii) NatWest Bank's several, but not joint, commitment to provide 9.00% of the principal amount of the Interim Revolving Facility and (iii) NatWest Markets' several, but not joint commitment to provide 9.00% of the principal amount of the Interim Senior Secured Bridge Facility and (i) Mizuho, (i) its several, but not joint, commitment to provide 4.55% of the principal amount of the Interim Term Facility, (ii) its several, but not joint, commitment to provide 4.55% of the principal amount of the Interim Revolving Facility and (iii) its several, but not joint commitment to provide 4.55% of the principal amount of the Interim Senior Secured Bridge Facility, pursuant to the Interim Facilities Agreement. For the avoidance of doubt, the provisions of this Commitment Letter shall remain in full force and effect notwithstanding any advance of funds under the Interim Facilities Agreement. The Banks acknowledge and agree that you may disclose the executed

Interim Facilities Agreement subject to the confidentiality and other provisions of Section 12 of this Commitment Letter.

It is acknowledged and agreed by the parties to this Commitment Letter, but without affecting the rights and obligations of the parties under the Interim Facilities Agreement, that it is the parties' intention that (a) they will negotiate the definitive documentation for the Facilities in good faith to reflect the provisions set forth herein and use commercially reasonable efforts to execute such definitive documentation so that funding of the Acquisition may take place pursuant to the Facilities and not the Interim Facilities, (b) the commitments under the Interim Facilities are not duplicative of the commitments under the Facilities, and (c) if the Interim Facilities are funded, the proceeds of the Facilities shall be used to refinance such Interim Facilities.

2. Titles and Roles.

It is agreed that (a) each of Citi, Santander, TDS, BMOCM, CIBC World Markets, DBSI, ScotiaBank, NatWest Markets and Mizuho will act as a joint bookrunner and a joint lead arranger (together with any additional lead arrangers appointed by the Borrower, each, in such capacity, a "**Lead Arranger**") and, collectively, the "**Lead Arrangers**") for the Facilities, (b) Citi will act as sole administrative agent for the Senior Facilities, and (c) Citi will act as sole administrative agent for the Senior Secured Bridge Facility, in each case upon the terms and subject to the conditions set forth or referred to in this Commitment Letter and (d) a financial institution to be agreed will act as collateral agent for the Senior Facilities and the Senior Secured Bridge Facility. You may appoint (A) additional co-agents, co-managers, syndication agents, (B) global coordinators and/or physical bookrunners in respect of any of the Facilities (or currency tranches thereof) among the Initial Lenders and (C) one or more joint bookrunners and joint lead arrangers, in the case of (C) only, reasonably acceptable to the "left" Lead Arrangers or in connection with the appointment of Bank Additional Initial Lenders in accordance with the terms set forth above (the "**Additional Arrangers**" and, together with the Banks, each, an "**Arranger**" and collectively, the "**Arrangers**" and, together with the Initial Lenders and their respective affiliates, the "**Financial Institutions**", "**we**" or "**us**") and the Banks agree to enter into any amendments, restatements or joinders (or new commitments letters substantially identical to this Commitment Letter) to combine the Arrangers into a single set of commitment documents. We, in such capacities, will perform the duties and exercise the authority customarily performed and exercised by us in such roles. You agree that (a) Citi will have "*left*" placement in any and all marketing materials or other documentation used in connection with the Senior Facilities and the role and responsibilities customarily associated with such placement and (b) Citi will have "*left*" placement in any and all marketing materials or other documentation used in connection with the Senior Secured Bridge Facility and the role and responsibilities customarily associated with such placement. You and we further agree that no other titles will be awarded (other than that expressly contemplated by this Commitment Letter and the Fee Letter referred to below) in connection with the Facilities unless you and we shall so agree.

3. Syndication.

Subject to Section 9 of this Commitment Letter, we reserve the right, after the date on which the Announcement is made and prior to and/or after the execution of definitive documentation for the Facilities (the "**Facilities Documentation**") (which will initially be drafted by your counsel), to syndicate all or a portion of the Bank Initial Lenders' commitments with respect to the Term Facility and the Senior Secured Bridge Facility to a group of banks, financial institutions and other institutional lenders (together with the Initial Lenders, the "**Lenders**") identified by us in consultation with you and subject to your consent (such consent not to be unreasonably withheld or delayed). Notwithstanding anything to the contrary contained herein, any resales or assignments of loans or commitments under the Facilities by any Lender (including the Initial Lenders) on or following the date of the initial borrowings

under the Senior Facilities (the “**Closing Date**”) shall be governed by the provisions of the Senior Facilities or the Senior Secured Bridge Facility, as applicable, as set forth in the Term Sheets. Each Lender further agrees not to syndicate any of the commitments with respect to the Facilities to (A) certain financial institutions and other entities that have been specified by you in writing on or prior to the date hereof or (B) competitors of the Borrower (including the Target) and its subsidiaries specified by you in writing on or prior to the date hereof (the list of which may be updated from time to time by you in writing (i) after the date hereof and prior to the syndication of the Facilities and/or (ii) following the earlier to occur of a Successful Syndication (as defined in the Fee Letter) and 60 days after the Closing Date, in each case, with respect to additional bona fide competitors of the Borrower and its subsidiaries and any affiliates of such bona fide competitors that are either identified in writing or clearly identifiable as an affiliate solely on the basis of such person’s name (but excluding bona fide debt fund affiliates of such competitors and affiliates) (collectively, the “**Disqualified Lenders**”); *provided* that, for the avoidance of doubt, any such additional designation shall not apply retroactively to any prior assignment or participation made to any Lender that was permitted hereunder at the time of such assignment or participation.

We intend to commence syndication efforts as soon as legally and commercially practicable, and you agree to actively assist us in completing a syndication that is reasonably satisfactory to us and you until the earlier to occur of a Successful Syndication and 60 days after the Closing Date. During such period, such assistance shall include (a) your using commercially reasonable efforts to ensure that any syndication efforts benefit from the Sponsor’s and your existing lending and investment banking relationships and, to the extent practical and appropriate, after using your commercially reasonable efforts, the existing lending and investment banking relationships of the Target and its subsidiaries, (b) direct contact between appropriate members of senior management, certain representatives and certain non-legal advisors of you (and your using commercially reasonable efforts to cause direct contact between appropriate members of senior management, certain representatives and certain non-legal advisors of the Target and its subsidiaries) and the proposed Lenders, in all such cases at times mutually agreed upon, (c) assistance by you and the Sponsor (and your using commercially reasonable efforts to cause the assistance by the Target and its subsidiaries) in the preparation of a confidential information memorandum (“**Confidential Information Memorandum**”) in form and substance substantially consistent with the confidential information memoranda in recent transactions sponsored by the Sponsor (as defined in the Transaction Description) for the Term Facility and other customary marketing materials to be used in connection with the syndication of the Term Facility; *provided* that, prior to the Acquisition Closing Date, each of the foregoing shall be required to be publicly available and may be in a form customarily delivered in connection with senior secured bank financings for a London Stock Exchange listed public company target, taking into account the level of cooperation of such person in such transaction; *provided, further*, that such Confidential Information Memorandum (i) prior to the Acquisition Closing Date, will not be required to contain historical and pro forma financial information other than the financial information that is publicly available as of the date such Confidential Information Memorandum is prepared or as otherwise reasonably requested by us to be provided by you on a confidential basis to the proposed syndicate of Lenders by posting such information on Syndtrak, Intralinks or by similar electronic means, and (ii) on or following the Acquisition Closing Date, will not be required to contain historical and pro forma financial information other than the financial information that is publicly available as of the date such Confidential Information Memorandum is prepared or as otherwise reasonably requested by us to be provided by you on a confidential basis to the proposed syndicate of Lenders by posting such information on Syndtrak, Intralinks or by similar electronic means, (d) your using commercially reasonable efforts to obtain (which use of commercially reasonable efforts shall not require you to change the proposed terms of the Facilities), upon our request, prior to the commencement of general syndication of the Facilities, (i) public ratings for the Term Facility and the Senior Secured Notes, and, if requested by the Lead Arrangers, the Senior Secured Bridge Facility and (ii) a public corporate credit rating and public corporate family rating in respect of the Borrowers, in each

case, from each of S&P Global Ratings (“**S&P**”) and Moody’s Investors Service, Inc. (“**Moody’s**”), respectively and (e) the hosting, with the Arrangers, of up to three meetings, including virtual meetings, or conference calls of prospective Lenders at times and locations mutually agreed upon. Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter or any other letter agreement or undertaking concerning the financing of the Transactions to the contrary, (i) none of (x) the receipt of such ratings nor the commencement, conduct or completion of such syndication or (y) compliance with any of clauses (a) through (e) above, compliance with this Section 3 or the other provisions of this Commitment Letter (other than the conditions expressly set forth in Section 6 of this Commitment Letter, in each of the Term Sheets under the paragraph titled “Conditions Precedent to Initial Borrowing” and in Exhibit D hereto) or compliance with the Fee Letter is a condition to the commitments or the funding of the Facilities on the Closing Date, (ii) in relation to the period prior to the Acquisition Closing Date, we acknowledge that (x) neither the Target nor any of its affiliates is obligated to assist with any syndication of the Facilities or take any action required from you; (y) any obligation to procure that the Target takes any action (including making members of management available or to provide information or any other assistance contemplated by the Commitment Documents) shall be subject to the requirements of the City Code and the Panel and shall be limited to a commercially reasonable efforts obligation; and (z) at any time, the scope, form and content of information that can be provided pursuant to this letter will be subject to the requirements of the City Code or the Panel as well as any other applicable legal or regulatory restrictions (including any applicable laws or regulations on market abuse) and it is acknowledged that no breach of any term of this Section 3 will give rise to a Default or an Event of Default (under and as defined in the Facilities Documentation). Notwithstanding anything to the contrary, prior to the Acquisition Closing Date, Projections (as defined below) reasonably acceptable to you and the Bank Initial Lenders and subject to compliance with any applicable laws (and taking into account any requirements of the City Code or the Panel) may be provided on a confidential basis to prospective Lenders in connection with the syndication of the Facilities.

Following the Acquisition Closing Date, you agree, at the request of the Lead Arrangers, to assist us in the preparation of a version of the Confidential Information Memorandum and other customary marketing materials to be used in connection with the syndication of the Facilities, consisting exclusively of information that is either (i) publicly available (or, in the case of a company that is not a public reporting company, information of a type that would reasonably be expected to be publicly available if such company were a public reporting company) or (ii) not material with respect to Holdings, the Borrowers, the Target and their respective subsidiaries, taken as a whole, or any of their respective securities for purposes of United States Federal and state securities laws (all such information and documentation being “**Public Lender Information**”). Any information and documentation that is not Public Lender Information is referred to herein as “**Private Lender Information**”. It is understood that, in connection with your assistance described above, customary authorization letters, consistent with the terms of this Commitment Letter, will be included in any information package and presentation whereby you authorize the distribution of such information to prospective Lenders containing a representation substantially consistent with the first sentence of Section 4 of this Commitment Letter and a representation by you to the Financial Institutions that the Public Lender Information does not include material non-public information (or, in the case of a company that is not a public reporting company, material information of a type that would not reasonably be expected to be publicly available if such company were a public reporting company) about Holdings, the Borrowers, the Target and their respective subsidiaries, taken as a whole, or their respective securities and exculpating you, Holdings, the Investors (as defined in the Transaction Description), the Target and their respective affiliates and us with respect to any liability related to the use of the contents of such Public Lender Information or any other related marketing materials by the recipients thereof. You acknowledge and agree that, subject to the confidentiality and other provisions of Section 12 of this Commitment Letter, the following documents may be distributed to potential Lenders wishing to receive only Public Lender Information (unless you or your counsel promptly notify us (including by email) otherwise and provided that you and your counsel

have been given a reasonable opportunity to review such documents and comply with applicable securities law disclosure obligations): (a) term sheets and drafts that are not marked confidential and final definitive documentation with respect to the Facilities; *provided* that, for the avoidance of doubt, no such term sheets or drafts may be distributed to any potential Lenders unless approved by you (such approval not to be unreasonably withheld or delayed); (b) administrative materials prepared by the Arrangers for prospective Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda); and (c) notification of changes in the previously disclosed terms of the Facilities. You also agree to use commercially reasonable efforts to identify that portion of any other Information (as defined below) or Projections (as defined below) (collectively, the “**Borrower Materials**”) to be distributed to “**public side**” lenders (i.e., lenders that do not wish to receive material non-public information (or, in the case of a company that is not a public reporting company, material information of a type that would not reasonably be expected to be publicly available if such company were a public reporting company) with respect to Holdings, the Borrowers, the Target and their respective subsidiaries, taken as a whole, or any of their respective securities), including by clearly and conspicuously marking such materials “**PUBLIC**” which, at a minimum, shall mean that the word “**PUBLIC**” shall appear prominently on the first page thereof. By marking Borrower Materials “**PUBLIC**”, you shall be deemed to have authorized the Arrangers and the proposed Lenders to treat such Borrower Materials as not containing any material non-public information (or, in the case of a company that is not a public reporting company, material information of a type that would not reasonably be expected to be publicly available if such company were a public reporting company) with respect to Holdings, the Borrowers, the Target and their respective subsidiaries, taken as a whole, or any of their respective securities for purposes of United States Federal and state securities laws (it being understood that you shall not be under any obligation to mark the Borrower Materials “**PUBLIC**”). You hereby acknowledge and agree that any Borrower Materials that are not marked “**PUBLIC**” shall be treated as Private Lender Information by the Arrangers.

For the avoidance of doubt, in connection with the foregoing requirements to provide assistance, you will not be required to provide any trade secrets or information to the extent that the provision thereof would violate any law, rule or regulation (including any applicable laws or regulations on market abuse and taking into account any requirements of the City Code or the Panel), contractual obligation, fiduciary duty, or any obligation of confidentiality owing to a third party and binding on you, the Target or your or its respective affiliates, or waive any attorney-client privilege of you, the Investors, the Target or your or their respective affiliates; *provided* that no such obligations of confidentiality shall be entered into in contemplation of this sentence with an intent to evade this paragraph and in the event you do not provide information in reliance on this sentence, if permitted you shall provide notice to us that such information is being withheld and you shall use your commercially reasonable efforts to obtain the relevant consents and to communicate, to the extent both feasible and permitted under applicable law, rule, regulation or confidentiality obligation (including any applicable laws or regulations on market abuse and taking into account any requirements of the City Code or the Panel) and to the extent such communication would not risk waiver of privilege, the applicable information.

The Lead Arrangers will manage all aspects of any syndication in consultation with you, including (in each case subject to the provisions set forth in this Commitment Letter and the Fee Letter) decisions as to the selection of institutions to be approached and when they will be approached, when their commitments will be accepted, which institutions will participate, the allocation of the commitments among the Lenders, any naming rights and the amount and distribution of fees among the Lenders. To assist the Arrangers in their syndication efforts but subject to the limitations set forth in the preceding paragraphs, you agree promptly to prepare and provide (and to use commercially reasonable efforts to cause the Target and its subsidiaries to provide) to the Lead Arrangers all customary information reasonably requested by the Lead Arrangers that is reasonably available to you with respect to Holdings, the Borrowers, the Target and their respective subsidiaries and the Transactions (as defined in the Transaction Description), including customary financial information and projections (such projections,

the “**Projections**”), as the Lead Arrangers may reasonably request in connection with the structuring, arrangement and syndication of the Facilities.

You hereby agree that, prior to the earlier of a Successful Syndication and 60 days after the Acquisition Closing Date, there shall be no competing issues, offerings or placements of debt securities or commercial bank or other credit facilities by or on behalf of you or the Borrowers and (subject to any limitations under applicable law) you will use commercially reasonable efforts to ensure that there are no competing issues, offerings or placements of debt securities or commercial bank or other credit facilities by or on behalf of the Target or its subsidiaries, being offered, placed or arranged (other than the Facilities, the Senior Secured Notes (and/or the Senior Secured Securities (as defined in the Fee Letter)), the Interim Facilities, and/or capital leases, purchase money indebtedness, equipment financings, letters of credit, surety bonds, indemnities, guarantees and other indebtedness incurred in the ordinary course of business), without the consent of the Lead Arrangers, if such issuance, offering, placement or arrangement would reasonably be expected to materially impair the primary syndication of the Facilities or the offering of the Senior Secured Notes (and/or the Senior Secured Securities).

“**Acquisition Closing Date**” means the date on which the first payment is made to the shareholders of the Target as required by the Offer or Scheme (as applicable) in accordance with the Takeover Code.

4. Information.

You hereby represent (but, for the avoidance of doubt, the accuracy of such representation and warranty shall not be a condition to the commitments hereunder or the funding of the Facilities) that (with respect to information relating to the Target and its subsidiaries, to the best of your knowledge) (a) all written factual information (other than the Projections, forward looking information and information of a general economic or industry specific nature) (the “**Information**”) that has been or will be made available to us by you, the Target, the Sponsor or any of your or their representatives on your behalf in connection with the transactions contemplated hereby, when taken as a whole, is or will be, when furnished, correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements and updates provided thereto) and (b) the Projections and other forward looking information that have been or will be made available to us by you, the Target, the Sponsor or any of your or their respective representatives on your behalf in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions that you believe to be reasonable at the time made and at the time such Projections are made available to us; it being understood by the Lenders that such Projections are as to future events and are not to be viewed as facts, such Projections are subject to significant uncertainties and contingencies and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, such differences may be material, and that no assurance can be given that the projected results will be realized. You agree that, if at any time prior to the earlier of the occurrence of a Successful Syndication and the date that is 60 days after the Closing Date, you become aware that any of the representations in the preceding sentence would be incorrect (to the best of your knowledge with respect to Information and Projections and any forward looking information relating to the Target and its subsidiaries) in any material respect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will use commercially reasonable efforts to promptly supplement the Information and the Projections so that such representations will be correct (to the best of your knowledge with respect to Information and Projections and any forward looking information relating to the Target and its subsidiaries) in all material respects under those circumstances, it being understood in each case that such supplementation shall cure any breach of such representations

and warranties; *provided* that the obligations to supplement the Information and Projections under this sentence shall not in any event terminate prior to the Closing Date. In arranging, syndicating and committing to the Facilities, the Arrangers, and, in committing to provide the Facilities, the Initial Lenders, will be entitled to use and rely on the Information and the Projections without responsibility for independent verification thereof.

5. Fees.

As consideration for the Initial Lenders' commitments hereunder, and our agreements to perform the services described herein, you agree to pay (or to cause the Borrowers to pay) to us the fees set forth in the fee letter dated the date hereof and delivered herewith with respect to the Facilities and the Interim Facilities (the "**Fee Letter**") on the terms and subject to the conditions set forth therein. Once paid, such fees shall not be refundable under any circumstances except as agreed to between you and us.

6. Limited Conditions and Certain Funds.

Each of the Initial Lenders hereby confirms that (A) it has obtained all necessary approvals (including final credit committee approval and any other relevant required internal approvals) for arranging and underwriting the Facilities and providing the Interim Facilities in the relevant proportion set out in this Commitment Letter, (B) it has completed all client identification procedures it is required to carry out in connection with making the Facilities or, as the case may be, the Interim Facilities available in connection with the Transactions and (C) it has received, reviewed and is satisfied with the draft Announcement (as defined in the Interim Facilities Agreement), in such form provided to it on or prior to the date of this Commitment Letter. Accordingly, the Initial Lenders' obligations to fund their respective commitments hereunder, and our agreements to perform the services described herein (but not the commitments to provide the Interim Facilities or the rights and obligations of the parties under the Interim Facilities Agreement, which shall be governed by the terms thereof), are subject solely to (a) the execution and delivery by the Borrowers (and Holdings, as applicable) of the definitive documentation with respect to such Facility on the terms set forth in the Term Sheet applicable to such Facility, consistent with the Documentation Precedent (as defined in the Fee Letter), and (b) the satisfaction (or waiver by the Initial Lenders) in all material respects of the conditions set forth in the Term Sheet applicable to such Facility under the paragraph titled "**Conditions Precedent to Initial Borrowing**" and Exhibit D hereto, and upon satisfaction (or waiver by the Initial Lenders) of such conditions, the initial funding of each such Facility shall occur. There are no conditions (implied or otherwise) to the commitments hereunder with respect to each Facility, and there will be no conditions (implied or otherwise) under the applicable definitive documentation of each Facility on the Closing Date, including compliance with the terms of this Commitment Letter, the Fee Letter, the definitive documentation with respect to the applicable Facility or any other agreement, other than the conditions expressly referred to in the previous sentence with respect to such Facility. The provisions of this Section 6, together with Exhibit D hereto, are referred to as the "**Limited Conditions**". There shall be no conditions to closing and funding of the initial borrowings other than the Limited Conditions.

Without limiting the foregoing, the Lead Arrangers will cooperate with you as reasonably requested in coordinating the timing and procedures for the funding of the Facilities in a manner consistent with the Acquisition Documents (as defined in the Interim Facilities Agreement).

The commitments of the Initial Lenders hereunder to fund and/or make available the Interim Facilities are subject solely to the conditions set forth in the Interim Facilities Agreement (and shall not, for the avoidance of doubt, be subject to any of the conditions set forth in the preceding paragraph, including without limitation the Limited Conditions), and upon satisfaction (or waiver) of such conditions, the initial funding of the Interim Facilities shall occur in accordance with the Interim Facilities

Agreement; it being understood and agreed that there are no conditions (implied or otherwise) to the commitments made available under the Interim Facilities Agreement, including compliance with the terms of this Commitment Letter, the Fee Letter and/or the Facilities Documentation other than the conditions expressly referred to in the Interim Facilities Agreement.

We further refer to the letter, dated on or around the date hereof, relating to the conditions precedent set out in Schedule 4 (*Conditions Precedent*) of the Interim Facilities Agreement (as such letter may be amended, amended and restated, supplemented, modified or replaced from time to time, the “*Interim CP Satisfaction Letter*”). The terms and conditions of the Interim CP Satisfaction Letter shall apply for the purposes of paragraph (a) of Clause 3.1 (*Conditions Precedent – Interim Utilisations*) of the Interim Facilities Agreement and accordingly, we confirm (in our various capacities under the Interim Facilities Agreement) that all documents and evidence referred to in the Interim CP Satisfaction Letter are in form and substance satisfactory to us or in an agreed form and once executed and/or delivered in such agreed form, as the case may be, by you (or such other relevant party) (A) such documents and other evidence shall be in form and substance satisfactory to us and (B) all documentary conditions precedent to first utilization of the Interim Facilities specified in paragraph (a) of Clause 3.1 (*Conditions Precedent – Interim Utilisations*) of the Interim Facilities Agreement will be satisfied.

During the Certain Funds Period (as defined below) unless (solely in respect of the Facilities) the Limited Conditions are not satisfied and subject to paragraph (a) of Clause 3.1 (*Conditions Precedent – Interim Utilisations*) of the Interim Facilities Agreement, none of the Initial Lenders shall (to the extent such action could directly or indirectly affect, prevent or limit the making of the initial borrowing): (a) refuse to participate in or make available any borrowing under the Facilities or the Interim Facilities, (b) take, or be entitled to take, any action to rescind, terminate or cancel this Commitment Letter, the Facilities Documentation or the Interim Facilities Agreement (or any provision thereof or obligation thereunder) or any commitment under the Facilities or the Interim Facilities, (c) exercise any right of set-off, claim or counterclaim where to do so would be expected to prevent or limit the making or use of any loans under the Facilities or the Interim Facilities, (d) take, or be entitled to take, any action to accelerate any loans under the Facilities or the Interim Facilities or otherwise demand or require repayment or prepayment of any sum from the Borrowers, any additional borrower or any Guarantor under the Facilities or the Interim Facilities or (e) enforce (or instruct the applicable administrative agent or collateral agent to enforce) any security interest under the Facilities or the Interim Facilities; *provided*, that immediately upon the expiry of the Certain Funds Period, all such rights, remedies and entitlements shall be available to the Initial Lenders, notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

“*Certain Funds Period*” means the period from (and including) the date of this Commitment Letter to (and including) 11:59 p.m., New York City time, on the earliest of:

(a) the date falling five (5) business days after the Countersigning Date (as defined below), to the extent the first public Announcement has not been made on or prior to such date;

(b) if the Acquisition is intended to be completed pursuant to a Scheme, the date on which the Scheme lapses (including, subject to exhausting any rights of appeal, if a relevant court refuses to sanction the Scheme), terminates or is withdrawn (with the approval of the Panel) in writing in accordance with the terms in the Announcement or Scheme Document (as defined in the Interim Facilities Agreement) (other than (x) where such lapse, termination or withdrawal is as a result of the exercise of Bidco’s right to effect a switch from the Scheme to an Offer and (y) it is followed within twenty (20) business days by an Announcement made by Bidco to implement the Acquisition by such Offer in accordance with the terms of the Interim Facilities Agreement);

(c) if the Acquisition is intended to be completed pursuant to an Offer, the date on which the Offer lapses, terminates or is withdrawn (with the approval of the Panel) in writing in accordance with the terms in the Announcement or Offer Document (as defined in the Interim Facilities Agreement) (other than (x) where such lapse, termination or withdrawal is as a result of the exercise of Bidco's right to effect a switch from the Offer to a Scheme and (y) it is followed within twenty (20) business days by an Announcement made by Bidco to implement the Acquisition by such Scheme in accordance with the terms of the Interim Facilities Agreement);

(d) provided the Acquisition Closing Date has occurred, the date on which the Term Facility and the Senior Secured Bridge Facility have been utilized and/or cancelled in full; and

(e) the first business day falling five (5) business days after the date falling twelve (12) months after the date of the Announcement.

The provisions of this Section 6 are referred to as the "***Certain Funds Provisions***".

7. Indemnification; Expenses.

You agree (a) to indemnify and hold harmless each Financial Institution and its affiliates, and the respective officers, directors, employees, agents, controlling persons, members, advisors and representatives of each of the foregoing and their respective successors and assigns (each, an "***Indemnified Person***") from and against any and all losses, claims, damages, liabilities and expenses, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with this Commitment Letter, the Fee Letter, the Transactions, the Facilities, the Interim Facilities, the use or intended use of the proceeds of the Facilities or the Interim Facilities, or any related transaction or any actual or threatened claim, actions, suits, inquiries, litigation, investigation or proceeding (any such claim, actions, suits, inquiries, litigation, investigation or proceeding, a "***Proceeding***") relating to any of the foregoing, regardless of whether any such Indemnified Person is a party thereto (and regardless of whether such matter is initiated by you, your or the Target's equity holders, creditors or any other third party or by Holdings, the Borrowers, the Target or any of their respective subsidiaries or affiliates), and to reimburse each such Indemnified Person promptly upon demand for any reasonable documented out-of-pocket legal expenses incurred in connection with investigating or defending any of the foregoing by one firm of counsel for all Indemnified Persons, taken as a whole (and, if necessary, by a single firm of local counsel in each appropriate jurisdiction for all Indemnified Persons, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict informs you of such conflict and thereafter retains its own counsel with your prior consent (not to be unreasonably withheld or delayed), of another firm of counsel (and local counsel, if applicable) for such affected Indemnified Person)) and other reasonable documented out-of-pocket expenses incurred in connection with investigating or defending any of the foregoing or in connection with the enforcement of any provision of this Commitment Letter or the Fee Letter; *provided* that the foregoing indemnity will not, as to any Indemnified Person, apply to (A) losses, claims, damages, liabilities or related expenses (i) to the extent they are found in a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of such Indemnified Person's controlled or controlling affiliates or any of its or their respective officers, directors, employees, agents, controlling persons, members, advisors or representatives (collectively, such Indemnified Person's "***Related Persons***") (provided that each reference to "representatives" pertains solely to such representatives involved in the negotiation of this Commitment Letter or syndication of the Facilities), (ii) arising out of a material breach by such Indemnified Person (or any of such Indemnified Person's Related Persons) of its obligations under this Commitment Letter (as determined by a court of competent jurisdiction in a final and non-appealable judgment) or (iii) arising out of any claim, actions, suits, inquiries, litigation,

investigation or proceeding that does not involve an act or omission of you or any of your affiliates and that is brought by an Indemnified Person against any other Indemnified Person (other than any claim, actions, suits, inquiries, litigation, investigation or proceeding against any Financial Institution in its capacity or in fulfilling its role as an administrative agent, or other agent or Arranger under the Facilities or the Interim Facilities), (B) any settlement entered into by such Indemnified Person (or any of such Indemnified Person's Related Persons) without your written consent (such consent not to be unreasonably withheld, delayed or conditioned); *provided, however*, that the foregoing indemnity will apply to any such settlement in the event that you were offered the ability to assume the defense of the action that was the subject matter of such settlement and elected not to assume such defense, or (C) any expenses of the type referred to in clause (b) of this sentence except to the extent such expenses would otherwise be of the type referred to in clause (a), and (b) in the event the Acquisition Closing Date occurs with the use of the Facilities or the Interim Facilities, to reimburse the Financial Institutions from time to time, upon presentation of a reasonably detailed summary statement, for all reasonable documented out-of-pocket expenses (including but not limited to expenses of our due diligence investigation, fees of consultants hired with your prior written consent (such consent not to be unreasonably withheld or delayed), syndication expenses, travel expenses and fees, disbursements and other charges of counsel identified in the Term Sheets and of a single firm of local counsel to the Arrangers in each appropriate jurisdiction retained with your prior written consent (such consent not to be unreasonably withheld or delayed) (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict informs you of such conflict and thereafter retains its own counsel with your prior written consent (not to be unreasonably withheld or delayed), of another firm of counsel (and local counsel, if applicable) for such affected Indemnified Person)), in each case, incurred in connection with the Facilities, the Interim Facilities and the preparation, negotiation and enforcement of this Commitment Letter, the Fee Letter, the Facilities Documentation, the Interim Facilities Agreement and any ancillary documents or security arrangements in connection therewith. It is further agreed that the Financial Institutions shall have no liability to any person other than you, and you shall have no liability to any person other than the Financial Institutions and the Indemnified Persons in connection with this Commitment Letter, the Interim Facilities Agreement, the Fee Letter, the Facilities, the Interim Facilities or the transactions contemplated hereby or thereby. No Indemnified Person shall be liable for any damages arising from the use by others of any information or other materials obtained through internet, electronic, telecommunications or other information transmission systems except to the extent they are found in a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of its Related Persons. None of the Indemnified Persons or (except solely as a result of your indemnification obligations set forth above to the extent an Indemnified Person is found so liable) you, the Investors or any of your or its respective affiliates or the respective directors, officers, employees, advisors, and agents of the foregoing shall be liable for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the Interim Facilities Agreement, the Fee Letter, the Facilities, the Interim Facilities or the transactions contemplated hereby or thereby. The provisions of this Section 7 shall be superseded in each case by the applicable provisions contained in the Facilities Documentation, to the extent covered thereby, upon execution thereof and thereafter shall have no further force and effect. You shall not, without the prior written consent of each applicable Indemnified Person (which consent, except with respect to a settlement including a statement of the type referred to in clause (b) below, shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (a) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings, (b) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person and (c) includes customary confidentiality and non-disparagement agreements.

8. Sharing Information; Absence of Fiduciary Relationship; Affiliate Activities.

You acknowledge that we may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein or otherwise. We will not furnish confidential information obtained from you, the Sponsor, the Target or any of your or their representatives by virtue of the transactions contemplated by this Commitment Letter or our other relationships with you or the Sponsor to other companies. You also acknowledge that we do not have any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by us from other companies.

You further acknowledge and agree that (a) each Financial Institution will act as an independent contractor and no fiduciary, advisory or agency relationship between you and us is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether we have advised or are advising you on other matters, (b) each Financial Institution is acting solely as a principal and not as an agent of yours hereunder and the Financial Institutions, on the one hand, and you, on the other hand, have an arm's-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of us, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, (d) you have been advised that we are engaged in a broad range of transactions that may involve interests that differ from your interests and that we do not have any obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship and (e) you waive and agree not to assert, to the fullest extent permitted by law, any claims you may have against us for breach of fiduciary duty or alleged breach of fiduciary duty and agree that we shall not have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors.

In addition, please note that Citi, TDS, BMOCM, DBSI and ScotiaBank have each been retained by you as a buy-side financial advisor (in such capacity, a "**Financial Advisor**") in connection with the Acquisition. You agree to such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of a Financial Advisor, and on the other hand, our and our affiliates' relationships with you as described and referred to herein.

You further acknowledge that each Financial Institution or its affiliates is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, we or our affiliates may provide investment banking and other financial services to, and/or we or our affiliates may acquire, hold or sell, for our own or our affiliates' accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, you, the Borrowers, the Target and its subsidiaries and other companies with which you, the Borrowers or the Target or its subsidiaries may have commercial or other relationships. With respect to any securities and/or financial instruments so held by us or our affiliates, or any of our or our affiliates' customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

9. Assignments; Amendments; Governing Law, Etc.

This Commitment Letter shall not be assignable by any party hereto (other than by you to the Borrowers or to a newly-formed subsidiary or holding company incorporated in the United States or

Canada that is formed for the purpose of consummating the Transactions or as otherwise described in the Structure Memorandum subject to the provision of all documentation and other information in relation to such newly formed subsidiary or holding company reasonably required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations to any Bank that has requested such documentation and other information (in each case, at least three business days prior to such assignment, in each case to the extent reasonably requested of you at least 10 business days prior to such assignment)), without the prior written consent of each other party hereto (not to be unreasonably withheld) and any attempted assignment without such consent shall be null and void, is intended to be solely for the benefit of the parties hereto (and Indemnified Persons to the extent expressly provided for herein), and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and Indemnified Persons to the extent expressly provided for herein); *provided* that each Bank Initial Lender may assign its commitments hereunder (subject to the provisions set forth in this Commitment Letter) to one or more prospective Lenders, *provided, further*, that, notwithstanding any other provision of this Commitment Letter to the contrary (other than in connection with any assignments to Bank Additional Initial Lenders or Additional Initial Non-Arranger Lenders and upon the joinder of such Bank Additional Initial Lenders or Additional Initial Non-Arranger Lenders as set forth above): (a) notwithstanding any syndication, assignment or other transfer by any Initial Lender, such Initial Lender shall only be released from the portion of its commitments hereunder (or under the Interim Facilities) so assigned to the extent such assignee funds (or, in the case of the Revolving Facility, provides) the portion of the commitments assigned to it on the Closing Date on the terms and conditions to such funding set forth herein, (b) no Initial Lender shall be relieved, released or novated from its obligations hereunder or under the Interim Facilities Agreement (including its obligation to fund its applicable percentage of the Facilities or the Interim Facilities on the Closing Date) in connection with any syndication, assignment or other transfer until after the initial funding of the Facilities or the Interim Facilities on the Closing Date, (c) no such syndication, assignment or other transfer shall become effective with respect to any portion of the Initial Lenders’ commitments in respect of the Facilities or the Interim Facilities until the initial funding of the Facilities or the Interim Facilities on the Closing Date and (d) unless you otherwise agree in writing, each Initial Lender shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Facilities and the Interim Facilities, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Closing Date (or, with respect to the Interim Facilities, if the Interim Facilities are funded on the Acquisition Closing Date, the Acquisition Closing Date) has occurred. Any and all obligations of, and services to be provided by, each of us hereunder (including, without limitation, our commitments as an Initial Lender) may be performed and any and all of our rights hereunder may be exercised by or through any of our respective affiliates or branches and, in connection with such performance or exercise, we may, subject to Section 12, exchange with such affiliate or branches information concerning you and your affiliates that may be the subject of the transactions contemplated hereby and, to the extent so employed, such affiliates and branches shall be entitled to the benefits afforded to us hereunder and be subject to the obligations undertaken by us hereunder.

This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by us and you.

This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. Section headings used herein are for convenience of reference only, are not part of this Commitment Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Commitment Letter. The words “execution,” “signed,” “signature” and words of like import in this Commitment Letter relating to the execution and delivery of this Commitment Letter shall be deemed to include electronic signatures,

which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

You acknowledge that information and documents relating to the Facilities and the Interim Facilities may be transmitted through Syndtrak, Intralinks, the internet, e-mail or similar electronic transmission systems, and that no Indemnified Person or any of its Related Persons shall be liable for any damages arising from the use by others of information or documents transmitted in such manner except to the extent they are found in a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of its Related Persons. We may, in consultation with you, place customary advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of customary information on the Internet or worldwide web as we may choose, and circulate similar promotional materials, after the closing of the Transactions in the form of a “*tombstone*” or otherwise describing the names of the Borrowers and their affiliates (or any of them), and the amount, type and closing date of such Transactions, all at the expense of the applicable Financial Institution. This Commitment Letter and the Fee Letter supersede all prior understandings, whether written or oral, between us with respect to the Facilities and the Interim Facilities. **THIS COMMITMENT LETTER, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE IN ANY WAY TO THIS COMMITMENT LETTER, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS COMMITMENT LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW;** *provided, however,* that the determination of whether the Acquisition has been consummated in accordance with the terms of the Acquisition Documents and, in any case, claims or disputes arising out of any such interpretation or determination or any aspect thereof, shall be governed by, and construed in accordance with, the laws of England and Wales regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

Each of the Initial Lenders hereto agrees that this Commitment Letter and the Fee Letter constitutes its valid and binding obligation, including (i) to provide the services set forth herein, in the case of the Lead Arrangers, and to fund its commitment under the Facilities (subject to the Certain Funds Provisions) and the Interim Facilities (subject to the terms thereof and the related Interim CP Satisfaction Letter) and (ii) to negotiate in good faith the definitive documentation with respect to the Facilities in a manner consistent with this Commitment Letter, in each case, enforceable at law and in equity in accordance with their terms (except as may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other similar laws relating to or affecting the rights of creditors generally).

10. Jurisdiction.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby, and agrees that all claims in respect of any such action or proceeding shall be brought, heard and determined only in such New York State court or, to the extent permitted by law, in such Federal court, (b) waives, to the fullest extent it may legally and effectively do

so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby in any such New York State or Federal court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court, and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. You and we agree that service of any process, summons, notice or document by registered mail addressed to you or us at the respective addresses set forth above shall be effective service of process for any suit, action or proceeding brought in any such court.

11. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER, THE FEE LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER.

12. Confidentiality.

This Commitment Letter is delivered to you on the understanding that none of the Fee Letter and its terms or substance or, prior to your acceptance hereof, this Commitment Letter and its terms or substance, shall be disclosed, directly or indirectly, by you to any other person except (a) to the Investors, prospective Investors and to your and their respective officers, directors, employees, attorneys, agents, accountants, advisors (including any financial advisors in connection with customary “cash confirmation” procedures), controlling persons and equity holders who are directly involved in the consideration of this matter on a confidential basis, (b) pursuant to the order of any court or administrative agency in any pending legal, judicial or administrative proceeding or otherwise as required by applicable law or compulsory legal process or to the extent requested or required by governmental and/or regulatory authorities (including as required by any requirements of the City Code or the Panel) (in which case you agree to inform us promptly thereof to the extent permitted by law (including the requirements of the City Code or the Panel)), or (c) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Commitment Letter, the Fee Letter, or the transactions contemplated hereby or thereby or enforcement hereof and thereof; *provided* that (x) you may disclose this Commitment Letter and the contents hereof (but not the Fee Letter or the contents thereof other than pursuant to clause (i) below and only if redacted in a customary manner (i) to the Target and its subsidiaries and their respective officers, directors, employees, attorneys, agents, accountants, advisors, controlling persons, creditors and equity holders who are directly involved in the consideration of this matter, in each case on a confidential basis; *provided* that, for the avoidance of doubt, you, the Target and any parent company of you or the Target may disclose this Commitment Letter and the contents hereof in connection with any required filings with the Securities and Exchange Commission, the London Stock Exchange or any equivalent regulatory authority in applicable jurisdictions or to any other governmental or regulatory authority having jurisdiction over you or them (but not the Fee Letter or the contents thereof), (ii) in any syndication or other marketing materials, prospectus or other offering memorandum, or any public, governmental or regulatory filing in each case relating to the Transactions, the Facilities and/or the Senior Secured Notes (and/or the Senior Secured Securities), (iii) to any rating agencies, (iv) to potential debt providers in coordination with us to obtain commitments to the Facilities and/or the Senior Secured Notes (and/or the Senior Secured Securities) from such potential debt providers and (v) to the extent such information becomes publicly available other than by reason of improper disclosure by you or your Related Persons in violation of any confidentiality obligations hereunder, (y) you may disclose the aggregate amounts contained in the Fee Letter as part of the Projections, pro forma information or a

generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in offering and marketing materials for the Facilities and/or the Senior Secured Notes (and/or the Senior Secured Securities) or to the extent customary or required in any public, governmental or regulatory filing relating to the Facilities, the Senior Secured Notes (and/or the Senior Secured Securities) and/or the Transactions and (z) after your acceptance hereof, you may disclose the Fee Letter and the contents thereof to prospective Bank Additional Initial Lenders and Additional Initial Non-Arranger Lenders who have agreed to be bound by confidentiality restrictions with respect thereto on substantially the terms set forth in the next paragraph; *provided, further* that the foregoing restrictions shall cease to apply (except in respect of the Fee Letter and the contents thereof) after the Closing Date.

We shall use all non-public information received by or on behalf of us and our affiliates in connection with this Commitment Letter and the transactions contemplated hereby solely for the purposes of negotiating, evaluating and consulting on the transactions contemplated hereby and providing the services that are the subject of this Commitment Letter and shall not disclose, directly or indirectly, to any other person such information, including the terms and substance of this Commitment Letter and the Fee Letter; *provided, however*, that nothing herein shall prevent us from disclosing any such information (a) to rating agencies, (b) to any Lenders, participants or hedging counterparties or prospective Lenders, participants or hedging counterparties who have agreed to be bound by confidentiality and use restrictions in accordance with the proviso to this sentence and subject to any applicable laws or regulations on market abuse, (c) in any legal, judicial, administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations (in which case we shall promptly notify you, in advance, to the extent permitted by law), (d) upon the request or demand of any regulatory or self-regulatory authority having or asserting jurisdiction over us or our respective affiliates (in which case, except with respect to any audit or examination conducted by bank accountants or any governmental, regulatory, or self-regulatory authority exercising examination or regulatory authority, we shall promptly notify you, in advance, to the extent reasonably practical and permitted by law), (e) to our affiliates and to our and our affiliates' respective officers, directors, employees, controlling persons, legal counsel, investment advisors, independent auditors, professionals and other experts or agents (collectively, "**Representatives**") who need to know such information and who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential (and each of us shall be responsible for our respective Representatives' compliance with this paragraph), (f) to any of our respective affiliates and their Representatives (*provided* that any such affiliate or Representative is advised of its obligation to retain such information as confidential, and each of us shall be responsible for our respective affiliates' and their Representatives' compliance with this paragraph) to be utilized solely in connection with rendering services or providing commitments to you or the Borrowers in connection with the Transactions, (g) to the extent any such information becomes publicly available other than by reason of disclosure by us, our respective affiliates or any of our respective Representatives in breach of this Commitment Letter, (h) to the extent that such information is received by us from a third party that is not, to our knowledge, subject to confidentiality obligations owing to you, the Investors, the Target or any of your or their respective affiliates or related parties, (i) to the extent that such information is independently developed by us, (j) for purposes of establishing a "due diligence" defense (in which case we shall promptly notify you, in advance, to the extent permitted by law), (k) to the extent that such information was already in our possession prior to any duty or other undertaking of confidentiality entered into in connection with the Transactions or (l) to market data collectors, similar services providers to the lending industry and service providers to the Lead Arrangers and the Lenders in connection with the administration and management of the Facilities; *provided* that the disclosure of any such information to any Lenders, prospective Lenders, participants, prospective participants, hedging counterparties or prospective hedging counterparties referred to above shall be made subject to the acknowledgment and acceptance by such Lender, prospective Lender, participant, prospective participant, hedging counterparty or prospective hedging counterparty that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is

otherwise reasonably acceptable to you and us, including, without limitation, as agreed in any confidential information memorandum or other marketing materials) in accordance with our standard syndication processes or customary market standards for dissemination of such type of information, which shall in any event require “click through” or other affirmative actions on the part of the recipient to access such information in compliance with any requirements of the City Code (including any guidance or practice statements issued by the Panel in connection therewith); *provided, further*, that no disclosure of any information may be made to any Disqualified Lender (it being understood that this provision shall not have retroactive application with respect to previously disclosed information). The provisions of this paragraph shall automatically terminate and be superseded by the confidentiality provisions to the extent covered in the Facilities Documentation upon the initial funding thereunder and shall in any event automatically terminate two years following the date of this Commitment Letter. Please note that we and our affiliates do not provide tax, accounting or legal advice. Notwithstanding any other provision herein, this Commitment Letter does not limit the disclosure of any tax strategies to the extent required by applicable law.

For the avoidance of doubt, nothing in this Section 12 shall prohibit any party hereto from voluntarily disclosing or providing any Information within the scope of this confidentiality provision to any governmental, regulatory or self-regulatory organization (any such entity, a “**Regulatory Authority**”) to the extent that any such prohibition on disclosure set forth in this Section 12 shall be prohibited by the laws or regulations applicable to such Regulatory Authority.

13. Surviving Provisions.

The survival, compensation, reimbursement, indemnification, absence of fiduciary relationship, confidentiality, information, syndication, jurisdiction, governing law and waiver of jury trial provisions contained herein and in the Fee Letter and the provisions of Section 8 of this Commitment Letter shall remain in full force and effect in accordance with their terms notwithstanding the termination of this Commitment Letter or the Initial Lenders’ commitments hereunder and our agreements to perform the services described herein; *provided* that your obligations under this Commitment Letter and the Fee Letter, other than those provisions relating to confidentiality, compensation and to the syndication of the Facilities, shall automatically terminate and be superseded by the definitive documentation relating to the Facilities upon the initial funding thereunder, and you shall automatically be released from all liability in connection therewith at such time. You may terminate this Commitment Letter and/or the Initial Lenders’ commitments with respect to the Facilities or the Interim Facilities (or portion thereof pro rata among the Initial Lenders) hereunder at any time subject to the preceding sentence.

14. PATRIOT Act Notification, etc.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the “**PATRIOT Act**”) and the requirements of 31 C.F.R. §1010.230 (the “**Beneficial Ownership Regulation**”), each Lender is required to obtain, verify and record information that identifies the Borrowers, and the Guarantors, which information includes the name, address, tax identification number and other information regarding the Borrowers and the Guarantors that will allow such Lender to identify the Borrowers and the Guarantors in accordance with the PATRIOT Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the PATRIOT Act and is effective as to each Financial Institution and each Lender.

15. Acceptance and Termination.

If the foregoing correctly sets forth our agreement with you, please indicate your acceptance of the terms of this Commitment Letter and of the Fee Letter by returning to us executed

counterparts of this Commitment Letter and of the Fee Letter not later than 11:59 p.m., New York City time, on the date that is ten (10) business days from the date hereof (the date you return such counterparts, the “**Countersigning Date**”). The Initial Lenders’ commitments hereunder, and our agreements to perform the services described herein, will expire automatically and without further action or notice and without further obligation to you at such time in the event that we have not received such executed counterparts in accordance with the immediately preceding sentence. If you do so execute and deliver to us this Commitment Letter and the Fee Letter, we agree to hold our commitments to provide the Facilities and our other undertakings in connection therewith (but not the commitment to provide the Interim Facilities or the rights and obligations of the parties under the Interim Facilities Agreement, which shall terminate only in accordance with its terms) available for you until the end of the Certain Funds Period. Upon the expiry of the Certain Funds Period, this Commitment Letter and the commitments hereunder and the agreement of the Arrangers to provide the services described herein shall automatically terminate unless we shall, in our discretion, agree to an extension in writing (including by email).

[Remainder of this page intentionally left blank]

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

CITIGROUP GLOBAL MARKETS INC.

By:

[Redacted Signature]

Name:

Title:

[Redacted Name and Title]

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

**BANCO SANTANDER, S.A., NEW YORK
BRANCH**

By: 

Name: 

Title: 


By: _____

Name: 

Title: 

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

TD SECURITIES (USA) LLC

By: _____
Name: _____
Title: _____

THE TORONTO-DOMINION BANK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

BANK OF MONTREAL

By: _____

Name: _____

Title: _____

BMO CAPITAL MARKETS CORP.

By: _____


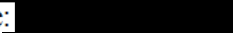

Name: _____

Title: _____


We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

CIBC WORLD MARKETS CORP.

By: 
Name: 
Title: 

CANADIAN IMPERIAL BANK OF COMMERCE

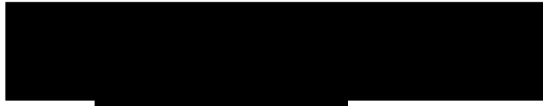
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We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

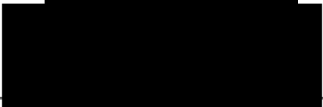
Very truly yours,

**DEUTSCHE BANK AG NEW YORK
BRANCH**

By: 

Name:


Title:

By:  _____

Name:

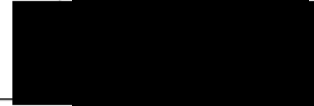
Title:

**DEUTSCHE BANK AG CAYMAN
ISLANDS BRANCH**

By: 

Name:

Title:

By:  _____

Name:

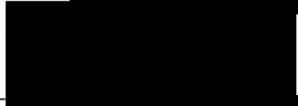
Title:

DEUTSCHE BANK SECURITIES INC.

By: 

Name:

Title:

By:  _____

Name:

Title:

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

THE BANK OF NOVA SCOTIA

By: _____




Name: _____

Title: _____




We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

NATIONAL WESTMINSTER BANK PLC

By: 
Name: 
Title: 

NATWEST MARKETS PLC

By: 
Name: 
Title: 

MIZUHO BANK, LTD.

By: 
Name: 
Title: 

Accepted and agreed to as of the date first above written:

ABC TECHNOLOGIES ACQUISITIONS LIMITED

By: _____

Name: _____

Title: _____

Project Golf
\$1,225 million Senior Secured Term Facility
\$500 million (equivalent) Senior Secured Revolving Facility
\$1,000 million (equivalent) Senior Secured Bridge Facility
Transaction Description¹

Bidco, an indirect wholly-owned subsidiary of Holdings intends to acquire the issued share capital of the Target by way of Scheme or Offer pursuant to the Acquisition Documents.

Holdings is controlled by investment funds, or affiliates of investment funds, advised, managed or controlled by Apollo Global Management, Inc. or its affiliates (collectively, the “*Sponsor*”), and Oaktree Capital Management, L.P., certain members of the existing management of the Group or the Target and, at the Sponsor’s election, certain co-investors arranged or designated by the Sponsor (collectively with the Sponsor, the “*Investors*”).

The term “*Borrowers*” means, collectively, (i) ABC Technologies Inc., a corporation existing under the laws of Ontario (“*ABC Technologies*”) and a direct wholly-owned subsidiary of Holdings, (ii) ABC Group Holdings Inc., a Delaware corporation (“*ABC Group Holdings*” and, together with ABC Technologies, the “*ABC Borrowers*”) and an indirect wholly-owned subsidiary of Holdings and (iii) following consummation of the Acquisition, TI Group Automotive Systems L.L.C., a Delaware limited liability company (“*TI Group Automotive*”) and an indirect wholly-owned subsidiary of the Target.

The term “*Original Obligors*” means (i) with respect to the Senior Facilities, Holdings and the ABC Borrowers and (ii) with respect to the Senior Secured Bridge Facility, the ABC Borrowers.

In connection with the Acquisition, it is intended that:

1. the Investors will contribute, directly or indirectly, an amount in cash (the “*Equity Contribution*”) to Holdings in the form of common equity, or other equity on terms reasonably acceptable to the Lead Arrangers, and which shall be further contributed to Bidco in the form of common equity, that is no less than the Minimum Equity Contribution (as defined in the Fee Letter) pursuant to one or more equity commitment letters reasonably satisfactory, and delivered to, the Lead Arrangers on or prior to the date of this Commitment Letter; *provided*, that the Sponsor, together with Oaktree Capital Management, L.P., shall directly or indirectly (whether by contract or otherwise) control not less than a majority of the voting and economic interests in Holdings on the Closing Date after giving effect to the Transactions;
2. the Borrowers will obtain (i) the senior secured first lien term loan facility described in the Senior Facilities Term Sheet in an aggregate principal amount of \$1,225 million (the “*Term Facility*”) and (ii) the senior secured first lien revolving credit facility described in the Senior Facilities Term Sheet in an aggregate principal amount of \$500 million (equivalent) (the “*Revolving Facility*” and, together with the Term Facility, the “*Senior Facilities*”);

¹ All capitalized terms used but not defined herein shall have the meanings assigned thereto in the Commitment Letter to which this Exhibit is attached or in the other Exhibits thereto.

3. the Borrowers will, at their option, either (i) issue senior secured notes (the “**Senior Secured Notes**”) in a Rule 144A or other private placement yielding aggregate gross cash proceeds of the equivalent of \$1,000 million and/or (ii) if any or all of the Senior Secured Notes are not issued on or prior to the Closing Date and the proceeds thereof made available to the Borrowers on the Closing Date, borrow up to such unissued or unavailable amount in the form of senior secured bridge loans (the “**Senior Secured Bridge Loans**”) under a new senior secured bridge loan facility described in the Senior Secured Bridge Facility Term Sheet (the “**Senior Secured Bridge Facility**”);
4. indebtedness under (i) the Credit Agreement, dated as of June 25, 2015, among, *inter alios*, Omega Acquisition Bidco Limited, a company incorporated with limited liability under the laws of England and Wales (“**Omega**”), TI Group Automotive, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (as amended, restated, supplemented or otherwise modified from time to time, more recently pursuant to Amendment No. 8 dated as of September 4, 2024, the “**Existing Target Credit Agreement**”), (ii) the Indenture, dated as of April 16, 2021, by and among, *inter alios*, TI Automotive Finance plc, a public company limited by shares existing under the laws of England and Wales, Omega, U.S. Bank Trustees Limited, as trustee, Elavon Financial Services DAC, UK Branch, as principal paying agent and Elavon Financial Services DAC, as transfer agent and registrar (as amended, restated, supplemented or otherwise modified from time to time, the “**Existing Target Notes**”), and (iii) the Ninth Amended and Restated Credit Agreement, dated as of September 20, 2024, by and among ABC Technologies, ABC Group Holdings, the lenders from time to time party thereto and The Bank of Nova Scotia, as administrative agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Existing ABC Credit Agreement**”), will be repaid, prepaid, repurchased, redeemed, defeased or discharged or arrangements reasonably satisfactory to the Lead Arrangers for such repayment, prepayment, repurchase, redemption, defeasance or discharge shall have been made (other than in respect of letters of credit that are either rolled into or back-stopped by letter(s) of credit issued under the Revolving Facility or cash collateralized or contingent obligations not then due and payable) and all commitments thereunder will be terminated (and security interests related to the Existing Target Credit Agreement and the Existing ABC Credit Agreement will be terminated and released) on or prior to the Closing Date (the “**Refinancing**”); and
5. fees and expenses incurred in connection with the foregoing will be paid.

The Acquisition and the other transactions described in this Exhibit A are collectively referred to herein as the “**Transactions**”.

Project Golf
\$1,225 million Senior Secured Term Facility
\$500 million (equivalent) Senior Secured Revolving Facility
Summary of Principal Terms and Conditions²

<u>Borrowers:</u>	As set forth in Exhibit A to the Commitment Letter.
<u>Additional Borrowers under the Revolving Facility:</u>	<p>At the option of Holdings, on or after the Closing Date, additional wholly-owned subsidiaries of ABC Technologies may accede as a borrower under the Revolving Facility (each, an “Additional Borrower”) and, in each case, no consent of the Senior Facilities Agent or the Lenders shall be required so long as such subsidiary is (x) incorporated in an Approved Jurisdiction (as defined below) or (y) in the case of a borrower under any Incremental Facility in the form of an additional revolving credit facility, approved by the Senior Facilities Agent and the relevant Incremental Facility providers; <i>provided</i> that all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the Patriot Act and Beneficial Ownership Certification (as defined below) for such entities that qualify as a “legal entity customer” under the Beneficial Ownership Regulation (as defined below) shall have been delivered to any applicable lender that has requested such certification.</p> <p>“Approved Jurisdiction” means (i) the Additional Borrower Security Jurisdictions (as defined below), (ii) a jurisdiction of organization of any Borrower or another approved or existing Additional Borrower and (iii) any other jurisdiction agreed to by Holdings, the Lenders under the Revolving Facility and the Senior Facilities Agent.</p>
<u>Transactions:</u>	As set forth in Exhibit A to the Commitment Letter.
<u>Agent:</u>	Citi, acting through one or more of its branches or affiliates, will act as administrative agent for the Senior Facilities (in such capacity, the “ Senior Facilities Agent ”) for a syndicate of banks, financial institutions and other institutional lenders reasonably acceptable to the Borrowers (together with the Initial Lenders, the “ Lenders ”), and will perform the duties customarily associated with such roles.
<u>Arrangers:</u>	Citi, Santander, TDS, BMOCM, CIBC World Markets, DBSI, ScotiaBank, NatWest Markets and Mizuho will act as joint lead arrangers for the Senior Facilities (together with any additional lead arrangers appointed by Bidco, each in such capacity, an “ Arranger ”) and, collectively, the “ Arrangers ”), and will perform the duties customarily associated with such role. Other joint lead arrangers may

² All capitalized terms used but not defined herein shall have the meanings assigned thereto in the Commitment Letter to which this Term Sheet is attached or in the other Exhibits thereto.

be appointed by Bidco as contemplated in the Commitment Letter.

- Syndication Agent: At the option of Bidco, one or more financial institutions identified by Bidco (in such capacity, the “**Syndication Agent**”).
- Documentation Agent: At the option of Bidco, one or more financial institutions identified by Bidco (in such capacity, the “**Documentation Agent**”).
- Definitive Documentation: The definitive documentation for the Senior Facilities shall (a) solely to the extent such definitive documentation is executed on or prior to the end of the Certain Funds Period, contain those representations, warranties and covenants relating to the conduct of the Offer or Scheme expressly set forth at paragraph 8 of Part II (Major Undertakings) of Schedule 6 (*Major Representations, Undertakings and Events of Default*) of the Interim Facilities Agreement (which shall, for the avoidance of doubt, constitute Major Undertakings) and paragraphs (d)(viii) and (ix) of Clause 22 (*Representations and Warranties; Undertakings*) of the Interim Facilities Agreement which shall apply solely on or prior to the end of the Certain Funds Period and (b) except as otherwise set forth herein, be based on and consistent with the Documentation Precedent (as defined in the Fee Letter).
- Scheme: The scheme of arrangement effected pursuant to Part 26 of the Companies Act 2006 to be proposed by the Target to its shareholders to implement the Acquisition pursuant to which Bidco will, subject to the occurrence of the Scheme Effective Date (as defined in the Interim Facilities Agreement) become the holder of the Target Shares that are the subject of that scheme of arrangement (the “**Scheme**”).
- Offer: The takeover offer (as defined in section 974 of the Companies Act 2006) by Bidco in accordance with the City Code to acquire all of the Target Shares that are the subject of that takeover offer (within the meaning of Section 975 of the Companies Act 2006) pursuant to the Offer Documents (the “**Offer**”).
- Announcement: Any press release made by or on behalf of Bidco announcing a firm intention to implement a Scheme or, as the case may be, make an Offer, in each case in accordance with Rule 2.7 of the City Code (the “**Announcement**”).
- Squeeze-Out: An acquisition of the Target Shares pursuant to the procedures contained in sections 979 to 982 of the Companies Act 2006 (the “**Squeeze-Out**”).
- City Code: The City Code on Takeovers and Mergers (the “**City Code**”).
- Panel: The Panel on Takeovers and Mergers (the “**Panel**”).
- Senior Facilities: (A) A senior secured term loan facility in an aggregate principal amount of \$1,225 million (the “**Term Facility**” and the loans thereunder, the “**Term Loans**”). The Term Loans will be funded in full on the Closing

Date in United States Dollars.

(B) A multicurrency senior secured revolving credit facility in an aggregate principal amount equivalent of \$500 million (together with the swingline facility referred to below, the “**Revolving Facility**” and, together with the Term Facility, the “**Senior Facilities**”), under which the Borrowers (and any Additional Borrower) may borrow loans from time to time (the “**Revolving Loans**”) and \$200 million of which will also be available in the form of letters of credit for the account of the Borrowers or any of their subsidiaries as described below. At any Borrower’s (or such Additional Borrower’s) option, the letter of credit subfacility may be used to issue either letters of credit, bank guarantees, performance bonds and/or equivalent instruments, and references to letters of credit in this Term Sheet will also apply to, and shall be deemed to include, bank guarantees, performance bonds or equivalent instruments (provided that (i) no Issuing Bank (as defined below) shall be required to issue commercial letters of credit, bank guarantees, performance bonds or equivalent instruments without its prior written consent, it being understood that any Bank unable to issue commercial letters of credit, bank guarantees, performance bonds or equivalent instruments shall have notified the Sponsor on or prior to the date hereof and (ii) the issuance of bank guarantees, performance bonds or equivalent instruments shall be subject to the internal policies and procedures of each Issuing Bank). The Revolving Facility will be funded in United States Dollars, Canadian Dollars, Euros, British Pounds or other currencies to be agreed, as the Borrowers (or such Additional Borrower) may elect from time to time; *provided* that each of the Lenders under the Revolving Facility and the Senior Facilities Agent must agree to any such other currencies.

The Revolving Facility will contain customary provisions allowing, at any Borrower’s (or the applicable Additional Borrower’s) request, each Lender under the Revolving Facility to make its commitment under the Revolving Facility available by way of one or more bilateral ancillary facilities (including, without limitation, with respect to letters of credit) to be provided to any Borrower or subsidiary thereof (each, an “**Ancillary Facility**”). Outstanding borrowings under any Ancillary Facility will reduce availability under the Revolving Facility on a dollar-for-dollar basis.

In connection with the Revolving Facility, the Senior Facilities Agent (in such capacity, the “**Swingline Lender**”) will make available to the Borrowers (or any Additional Borrower), upon same-day notice, a swingline facility under which the Borrowers (or such Additional Borrower) may make short-term borrowings in United States Dollars of up to an aggregate amount to be agreed upon. Except for purposes of calculating the commitment fee described in Annex B-I hereto, such swingline borrowings will reduce availability under the Revolving Facility on a dollar-for-dollar basis. Each Lender under the Revolving Facility shall, promptly upon request by the Swingline Lender, fund to the Swingline Lender its pro rata share of any swingline borrowings.

At the Senior Facilities Agent's election, in lieu of the swingline facility, the definitive documentation may provide that ABR borrowings shall be made to the Borrowers under the Revolving Facility upon same day notice.

The definitive documentation for the Senior Facilities will include customary provisions consistent with the Documentation Precedent to protect the Swingline Lender in the event any Lender under the Revolving Facility is a "Defaulting Lender" (to be defined in a manner consistent with the Documentation Precedent).

Incremental Facilities:

The Borrowers will be permitted to increase the Revolving Facility or Term Facility or add one or more additional revolving or term loan credit facilities (collectively, the "***Incremental Facilities***");

provided that:

(i) the aggregate principal amount of all Incremental Facilities, which may be funded in United States Dollars, Canadian Dollars, Euros, British Pounds and/or other currencies (provided that if such other currency is not an approved currency as of the Closing Date, such other currency shall be subject to the approval of the Senior Facilities Agent), as the Borrowers may elect, outstanding at any time shall not exceed the sum of (x) the Incremental Dollar Amount (as defined in the Fee Letter) plus (y) any amounts so long as, in the case of this clause (y), on the date of incurrence thereof (or, at the option of Holdings, on the date of establishment of the commitments in respect thereof), (i) in the case of loans under such Incremental Facilities secured by liens on the Collateral (as defined below) that rank pari passu with the liens on the Collateral securing the Term Facility, the ratio of funded debt outstanding under the Term Facility plus all other funded debt outstanding that is secured by a lien on the Collateral that ranks pari passu with the liens on the Collateral securing the Term Facility (including the Senior Secured Bridge Facility, the Senior Secured Notes and/or the Senior Secured Securities) (net of unrestricted cash and cash equivalents) to EBITDA (to be defined in a manner consistent with the Documentation Precedent) (the "***Net First Lien Leverage Ratio***") on a Pro Forma Basis (to be defined in a manner consistent with the Documentation Precedent) will be no greater than the First Lien Incurrence Ratio Level (as defined in the Fee Letter)³ (calculated on the date of incurrence without netting the cash proceeds of such Incremental Facility on the date of incurrence and assuming on the date of incurrence in the case of any Incremental Facilities constituting revolving credit facilities, that such incurred facilities were fully drawn on the date of effectiveness thereof), (ii) in the case of loans under such Incremental Facilities secured by liens on the Collateral that rank junior to the liens on the Collateral securing the Term Facility, the ratio of all

³ For purposes of all leverage ratios, if additional debt is incurred to fund any OID or upfront fees in connection with the exercise of the "Market Flex" and/or "Securities Demand" provisions under the Fee Letter, then such leverage ratios will be modified upward to reflect any such additional debt.

funded debt outstanding that is secured by a lien on the Collateral (net of unrestricted cash and cash equivalents) to EBITDA (the “*Net Secured Leverage Ratio*”) on a Pro Forma Basis will be no greater than the Secured Leverage Incurrence Ratio Level (as defined in the Fee Letter) (calculated on the date of incurrence without netting the cash proceeds of such Incremental Facility on the date of incurrence and assuming on the date of incurrence in the case of any Incremental Facilities constituting revolving credit facilities, that such incurred facilities were fully drawn on the date of effectiveness thereof) and (iii) in the case of Incremental Facilities that are unsecured, either (1) the ratio of EBITDA to total cash interest expense (the “*Fixed Charge Coverage Ratio*”) on a Pro Forma Basis is not less than 2.00 to 1.00 or (2) the ratio of all funded debt outstanding (net of unrestricted cash and cash equivalents) to EBITDA (the “*Net Total Leverage Ratio*”) (calculated on the date of incurrence without netting the cash proceeds of such Incremental Facility on the date of incurrence and assuming on the date of incurrence in the case of any Incremental Facilities constituting revolving credit facilities, that such incurred facilities were fully drawn on the date of effectiveness thereof) on a Pro Forma Basis will be no greater than the Total Leverage Incurrence Ratio Level (as defined in the Fee Letter); *provided* that, with respect to any Incremental Facility incurred in connection with an acquisition, investment or new project, the requirements of this clause (y) shall be satisfied if, with respect to the type of debt being incurred, the applicable ratio set forth in clause (y) is satisfied or is no worse on a Pro Forma Basis than such ratio in effect immediately prior to such acquisition, investment or new project (and, for such purposes of the calculation in this proviso, disregarding an aggregate outstanding principal amount of funded debt not to exceed the Incremental Acquisition Disregarded Amount (as defined in the Fee Letter)) plus (z) the aggregate amount of any voluntary prepayments, reductions, repurchases, redemptions and other retirements of the Term Facility, the Senior Secured Notes (and/or the Senior Secured Bridge Facility or the Senior Secured Securities) or of term indebtedness incurred in lieu of indebtedness permitted under the Incremental Dollar Amount pursuant to clause (viii) of paragraph 4 under “Negative Covenants” below, and permanent reductions in the commitments in respect of the Revolving Facility or of revolving indebtedness incurred as an Incremental Facility or incurred in lieu of indebtedness permitted under the Incremental Dollar Amount pursuant to clause (viii) of paragraph 4 under “Negative Covenants” below, in each case, after the Closing Date and prior to such time, other than those funded with the proceeds of long term indebtedness (other than revolving indebtedness);

(ii) to the extent required by the applicable incremental assumption agreement, no default or event of default shall have occurred and be continuing or would result therefrom (but, in any event, if any such Incremental Facility is established for a purpose other than an acquisition, investment or new project that is permitted by the definitive documentation for the Senior Facilities or any redemption, repurchase, defeasance, satisfaction and discharge or repayment of Indebtedness

requiring irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or repayment, no payment or bankruptcy event of default shall have occurred and be continuing or would result therefrom);

(iii) the loans under such additional credit facilities shall be senior secured obligations and shall rank pari passu with or, at any Borrower's option, junior in right of security with the liens on the Collateral securing the Term Facility or be unsecured; *provided*, that, (A) if such additional credit facilities rank junior in right of security with the liens on the Collateral securing the Term Facility or are unsecured, (x) such additional credit facilities will be established as a separate facility from the Senior Facilities, (y) in the case of additional credit facilities that rank junior in right of security with the liens on the Collateral securing the Term Facility, such additional facilities shall be subject to an intercreditor agreement consistent with the Documentation Precedent and (z) for the avoidance of doubt, such additional credit facilities will not be subject to clause (vii) below and (B) there shall be no borrowers or guarantors in respect of such Incremental Facilities that are not a Borrower or a Guarantor, and such Incremental Facilities shall not be secured by any assets that do not constitute Collateral;

(iv) the additional revolving loan commitments will mature no earlier than the Revolving Facility and shall have no amortization and all other terms of any such additional revolving loan commitments (other than pricing, maturity, participation in mandatory prepayments or commitment reductions, ranking as to security or currency) shall be substantially similar to the Revolving Facility or otherwise reasonably acceptable to the Senior Facilities Agent;

(v) the loans under the additional term loan facilities will mature no earlier than, and will have a weighted average life to maturity no shorter than, that of the Term Facility and all other terms of any such additional term loan facility (other than pricing, amortization, maturity, participation in mandatory prepayments, ranking as to security or currency) shall be substantially similar to the Term Facility or otherwise reasonably acceptable to the Senior Facilities Agent; *provided* that the limitations set forth in this clause (v) with respect to maturity and weighted average life to maturity shall not apply to (x) bridge financings, interim facilities or similar arrangements, the terms of which provide for an automatic extension of the maturity date thereof, subject to customary conditions, to a date that is not earlier than the latest maturity of the Term Facility ("**Bridge Loans**") and (y) Incremental Facilities in an aggregate principal amount outstanding not to exceed the Incremental Inside Maturity Date Debt Cap (as defined in the Fee Letter);

(vi) with respect to mandatory prepayments of term loans and borrowings and prepayments and commitment reductions of revolving loans, the Incremental Facilities shall not participate on a greater than pro rata basis than the Term Facility and the Revolving Facility,

respectively; and

(vii) the interest rate margins and original issue discount or upfront fees (if any) and interest rate floors (if any) applicable to any Incremental Facility shall be determined by the relevant Borrower and the lenders thereunder; *provided* that if the “yield” (to be defined to include upfront fees and original issue discount on customary terms and any interest rate floor but excluding any structuring, ticking, commitment, amendment and arranger fees or similar fees) of any Incremental Facility that is a dollar-denominated broadly syndicated floating rate term B loan facility (an “**Incremental Term Facility**”) that is in an aggregate principal amount in excess of the MFN Exception Amount (as defined in the Fee Letter) and secured by liens on the Collateral that rank pari passu with the liens on the Collateral securing the Term Facility exceeds the “yield” on the Term Facility by more than 100 basis points, the applicable margins for such tranche of the Term Facility shall be increased to the extent necessary so that the “yield” on the Term Facility is 100 basis points less than the “yield” on such Incremental Term Facility; *provided* that, if Adjusted Term SOFR Rate (as defined in Annex B-I hereto) in respect of such Incremental Term Facility includes a floor greater than the floor applicable to the Term Facility and such floor is greater than Adjusted Term SOFR Rate in effect for a 3-month interest period at such time, such increased amount (above the greater of such floor and such Adjusted Term SOFR Rate) shall be equated to interest rate for purposes of determining the “yield” applicable to such Incremental Term Facility; *provided, further*, that this clause (vii) shall not be applicable to any Incremental Term Facility that (w) is incurred more than 6 months after the Closing Date, (x) is established for purposes of financing an acquisition, investment or new project, (y) has a maturity date that is at least two years after the maturity date of the Term Facility or (z) is initially incurred under subclause (x) or subclause (z) of clause (i) above.

Purpose:

(A) The proceeds of the Term Facility will be used by the Borrowers (i) if the Interim Term Facility is funded, to cause the repayment of the outstanding amounts under the Interim Term Facility or (ii) otherwise, together with the proceeds of the Senior Secured Notes, Senior Secured Bridge Loans and/or the Senior Secured Securities, the Equity Contribution and cash on hand of the Borrowers, the Target and their subsidiaries, to finance the Transactions, and any excess for general corporate purposes.

(B) The proceeds of loans under the Revolving Facility will be used by the Borrowers (i) if the Interim Revolving Facility is funded, to cause the repayment of the outstanding amounts under the Interim Revolving Facility and/or (ii) from time to time on or after the Closing Date for general corporate purposes (including without limitation, for working capital, permitted acquisitions, investments, new projects, capital expenditures and transaction costs).

Refinancing Facilities:

The definitive documentation for the Senior Facilities will permit the Borrowers to refinance loans under the Term Facility, replace commitments under the Revolving Facility or refinance the Senior Secured Notes (and/or the Senior Secured Bridge Loans or the Senior Secured Securities) from time to time, in whole or part, with one or more new term facilities (each, a “**Refinancing Term Facility**”) or new revolving credit facilities (each, a “**Refinancing Revolving Facility**”; the Refinancing Term Facilities and the Refinancing Revolving Facilities are collectively referred to as “**Refinancing Facilities**”), respectively, under the definitive documentation for the Senior Facilities with the consent of the institutions providing such Refinancing Term Facility or Refinancing Revolving Facility or with one or more additional series of senior unsecured notes or loans or senior secured notes or loans that will be secured by the Collateral on a pari passu basis with the liens on the Collateral securing the Senior Facilities or secured notes or loans that are junior in right of security with the liens on the Collateral securing the Senior Facilities (any such notes or loans, “**Refinancing Notes**”); *provided* that (i) any Refinancing Term Facility or Refinancing Notes do not mature prior to the maturity date of, or have a shorter weighted average life than, or, with respect to notes, have mandatory prepayment provisions (other than related to customary asset sale and change of control offers) that could result in prepayments of such Refinancing Notes prior to, the loans under the Term Facility or, in the case of revolving facilities, the revolving commitments being refinanced or replaced; *provided* that the limitations set forth in this clause (i) with respect to maturity and weighted average life shall not apply to Refinancing Term Facilities or Refinancing Notes in the form of Bridge Loans or other Refinancing Term Facilities or Refinancing Notes in an aggregate principal amount outstanding not to exceed the Incremental Inside Maturity Date Debt Cap, (ii) any Refinancing Revolving Facility does not mature (or require commitment reductions or amortization) prior to the maturity date of the revolving commitments being replaced, (iii) there shall be no borrowers or guarantors in respect of any Refinancing Facility or Refinancing Notes that are not a Borrower or a Guarantor, (iv) the other terms and conditions, taken as a whole, of any such Refinancing Term Facility, Refinancing Revolving Facility or Refinancing Notes (excluding pricing (as to which no “*most favored nation*” clause shall apply), currency and optional prepayment or redemption terms) are substantially similar to, or not materially less favorable to the Borrowers and their subsidiaries than, the terms and conditions, taken as a whole, applicable to the Term Facility, or, in the case of revolving facilities, the revolving commitments being refinanced or replaced (except for covenants or other provisions applicable only to periods after the latest final maturity date of the Term Facility and revolving credit commitments existing at the time of such refinancing or that are otherwise reasonably satisfactory to the Senior Facilities Agent), (v) with respect to (1) Refinancing Notes secured by liens on the Collateral or (2) any Refinancing Term Facility secured by liens on the Collateral that are junior in priority to the liens on the Collateral securing the Senior Facilities, such liens will be subject to the First

Lien/First Lien Intercreditor Agreement (as defined below) (in the case of Refinancing Notes secured by pari passu liens on the Collateral) or another intercreditor agreement consistent with the Documentation Precedent and (vi) the aggregate principal amount of any Refinancing Facility or Refinancing Notes shall not be greater than the aggregate principal amount (or committed amount) of the applicable indebtedness being refinanced or replaced plus any fees, premiums, original issue discount and accrued interest associated therewith, and costs and expenses related thereto, and such applicable indebtedness being refinanced or replaced will be permanently reduced substantially simultaneously with the issuance thereof.

Availability:

(A) The undrawn commitments under the Term Facility will be automatically cancelled and reduced to zero upon the expiry of the Certain Funds Period. If the Closing Date has not occurred on or prior to the last day of the Certain Funds Period, the undrawn commitments under the Revolving Facility will be automatically cancelled and reduced to zero upon the expiry of the Certain Funds Period.

(B) The Term Facility may be drawn (x) if the Acquisition is to be completed pursuant to a Scheme, in a single drawing on the Closing Date and (y) if the Acquisition is to be completed pursuant to an Offer, in a single drawing on the Closing Date and, if not drawn in full, a second drawing on a date prior to the date that is 30 days after the Closing Date. Amounts borrowed under the Term Facility that are repaid or prepaid may not be reborrowed.

(C) The amount of Revolving Loans that may be borrowed on the Closing Date will be limited to an amount sufficient to fund (i) any original issue discount or upfront fees required to be funded pursuant to the "Market Flex" provision in the Fee Letter, (ii) any ordinary course working capital requirements of the Borrowers and their subsidiaries (including, for the avoidance of doubt, the Target), (iii) to pay any fees, costs and expenses incurred in connection with the Transactions, (iv) to cash collateralize letters of credit and/or surety bonds and (v) an additional amount not to exceed, in the case of this clause (v), the Closing Date Availability Cap (as defined in the Fee Letter) (it being understood and agreed that any letters of credit issued on the Closing Date or rolled into the Revolving Facility shall not reduce the amount that may be borrowed on the Closing Date under this clause).

(D) After the Closing Date and prior to the final maturity of the Revolving Facility, the Revolving Facility will be available (including for the issuance of letters of credit) in minimum principal amounts and upon notice to be agreed upon but consistent with the Documentation Precedent. Amounts repaid or prepaid under the Revolving Facility may be reborrowed.

Interest Rates and Fees:

As set forth on Annex B-I hereto.

Default Rate:

With respect to overdue principal, the applicable interest rate plus 2.00% per annum, and with respect to any other overdue amount (including overdue interest), the interest rate applicable to ABR loans (as defined in Annex B-I hereto) plus 2.00% per annum and in each case, shall be payable on demand.

Letters of Credit:

Letters of credit under the Revolving Facility will be issued by each Lead Arranger and, if included as an additional Issuing Bank, one or more Lenders acceptable to Holdings and the Senior Facilities Agent (each, an “*Issuing Bank*”); *provided*, that each Lender that holds commitments under the Revolving Facility shall have a letter of credit commitment that is proportionate with its commitment under the Revolving Facility and shall issue letters of credit pro rata based on such Revolving Facility commitment; *provided, further*, that no Issuing Bank shall be required to issue trade or commercial letters of credit. Each letter of credit shall expire not later than the earlier of (a) 12 months after its date of issuance (or such longer period as may be agreed by the relevant Issuing Bank and Holdings (or the applicable Additional Borrower)) and (b) the fifth business day prior to the final maturity of the Revolving Facility; *provided, however*, that any letter of credit may provide for renewal thereof for additional periods of up to 12 months (which in no event shall extend beyond the date referred to in clause (b) above, except to the extent cash collateralized or backstopped pursuant to arrangements reasonably acceptable to the relevant Issuing Bank). Existing letters of credit, bank guarantees, performance bonds and similar instruments may be rolled over or back-stopped under the Revolving Facility on the Closing Date. Letters of credit shall be issued in Euros, United States Dollars, British Pounds, Canadian Dollars and other currencies to be agreed.

Drawings under any letter of credit shall be reimbursed by the relevant Borrower (or the applicable Additional Borrower) on terms consistent with the Documentation Precedent. To the extent that the relevant Borrower (or such Additional Borrower) does not reimburse the Issuing Bank on such time frame, the Lenders under the Revolving Facility shall be irrevocably obligated to reimburse the Issuing Bank pro rata based upon their respective Revolving Facility commitments.

The issuance of all letters of credit shall be subject to the customary procedures of the relevant Issuing Bank.

The definitive documentation for the Senior Facilities will include customary provisions consistent with the Documentation Precedent to protect the Issuing Bank in the event any Lender under the Revolving Facility is a Defaulting Lender.

Final Maturity and Amortization:

(A) Term Facility:

The Term Facility will mature on the date that is seven years after the Closing Date, and will amortize in equal quarterly installments (commencing with the end of the first full fiscal quarter ending after the

Closing Date) in an aggregate annual amount equal to 1.00% of the principal amount of the Term Facility as of the end of such first fiscal quarter ending after the Closing Date, with the balance payable on the maturity date of the Term Facility.

(B) Revolving Facility:

The Revolving Facility will mature and the commitments thereunder will terminate on the date that is five years after the Closing Date.

Guarantees:

All obligations of the Borrowers and any Additional Borrower under the Senior Facilities and, at the option of the Borrowers, under any interest rate protection or other hedging arrangements entered into with the Senior Facilities Agent, any Arranger, an entity that is a Lender or agent at the time of such transaction (or on the Closing Date, if applicable), or any affiliate of any of the foregoing and, consistent with the Documentation Precedent, certain other designated financial institutions (“**Hedging Arrangements**”), or any cash management arrangements (including foreign exchange facilities and supply chain finance services) with any such person (“**Cash Management Arrangements**”) will be unconditionally guaranteed (the “**Guarantees**”) by (i) Holdings, (ii) in respect of any of the obligations of any Borrower under the Senior Facilities, any other Borrower thereunder, and in respect of any Hedging Arrangement and Cash Management Arrangements, each Borrower (other than in respect of its own primary obligations) and (iii) each existing and subsequently acquired or organized wholly-owned subsidiary of a Borrower organized in the Security Jurisdictions as is necessary to satisfy the Guarantor Coverage Test (as defined below)) (the “**Subsidiary Guarantors**” and, together with Holdings, the “**Guarantors**” and the Guarantors, collectively with the Borrowers and any Additional Borrower, the “**Obligors**”), subject to the Agreed Guaranty and Security Principles (as defined in the Documentation Precedent), the Certain Funds Provisions, exceptions and qualifications consistent with the Documentation Precedent and other exceptions and qualifications to be agreed upon, including, without limitation, (a) unrestricted subsidiaries, (b) Immaterial Subsidiaries (to be defined in a manner consistent with the Documentation Precedent), (c) any subsidiary that is prohibited by applicable law, rule, regulation or contract (with respect to any such contractual restriction, (1) in the case of subsidiaries of a Borrower owned on the Closing Date, only to the extent existing on the Closing Date and (2) in the case of subsidiaries acquired from a third party after the Closing Date, only to the extent existing on the date the applicable person becomes a direct or indirect subsidiary of a Borrower and, in each case of (1) and (2), not entered into in contemplation thereof (other than in connection with the incurrence of indebtedness of the type contemplated by clause (ii) of paragraph 4 under “Negative Covenants” below)) from guaranteeing the Senior Facilities or which would require governmental (including regulatory) consent, approval, license or authorization to provide a Guarantee (unless such consent, approval, license or authorization has been received), (d) any subsidiary for which

the providing of a Guarantee would reasonably be expected to result in a material adverse tax consequence to Holdings or one of its subsidiaries as determined in good faith by Holdings, (e) special purpose receivables or securitization entities designated by Holdings, (f) any subsidiary for which the providing of a Guarantee would reasonably be expected to result in any violation or breach of, or conflict with, fiduciary duties of such subsidiary's or such subsidiary's affiliates' officers, directors, members or managers, (g) in the case of any obligation under any Hedging Arrangement that constitutes a "swap" within the meaning of section 1(a)(947) of the Commodity Exchange Act, any subsidiary of a Borrower that is not an "Eligible Contract Participant" as defined under the Commodity Exchange Act, (h) not-for-profit subsidiaries, if any, (i) captive insurance subsidiaries and (j) in each case, any subsidiary of the foregoing subsidiaries excluded under clauses (a) through (i). Subject to the same exceptions and qualifications (including application of the Agreed Guaranty and Security Principles), in the event there are any Additional Borrowers under the Senior Facilities, the Borrowers will guarantee the obligations of each Additional Borrower under the Senior Facilities and each Additional Borrower will guarantee the obligations of the Borrowers and each other Additional Borrower under the Senior Facilities. For the avoidance of doubt, the Borrowers may elect for any Subsidiary domiciled in a jurisdiction reasonably satisfactory to the Senior Facilities Agent that would otherwise be excluded from the requirement to be a Guarantor to become a Guarantor (and provide the relevant Collateral), in which case such entity shall be treated as a Guarantor for all purposes, including the Guarantor Coverage Test.

Notwithstanding the foregoing, (1) all Guarantees by subsidiaries shall be subject to any applicable general mandatory statutory limitations, fraudulent preference, "thin capitalization" rules, exchange control restrictions, applicable maintenance of capital, distributable reserves, corporate benefit, financial assistance and similar laws, rules and regulations and customary guarantee limitation language in the relevant jurisdiction and (2) subsidiaries may be excluded from the guarantee requirements in circumstances where (i) Holdings and the Senior Facilities Agent reasonably agree that the cost or other consequence of providing such a guarantee is excessive in relation to the value afforded thereby or (ii) such requirements would contravene any legal prohibition or result in a risk of personal or criminal liability on the part of any officer, director, member or manager of such subsidiary.

In furtherance of the provisions of clause (2)(i) of the immediately preceding paragraph, no subsidiary shall be required to become a Subsidiary Guarantor where Holdings and the Senior Facilities Agent reasonably agree that the limit on recoveries recorded in the relevant guarantee renders the realizable value of the guarantee such that there is no material commercial benefit to the proposed beneficiaries of such guarantee in the provision of such guarantee.

"Security Jurisdictions" means (i) the United States and Canada

(collectively, the “***Additional Borrower Security Jurisdictions***”), (ii) Mexico, Germany and Poland and (iii) any other jurisdiction designated by Holdings and agreed to by the Lenders under the Revolving Facility and the Senior Facilities Agent (Mexico, Germany and Poland, together with any jurisdiction designated by Holdings under this clause (iii), an “***Additional Security Jurisdiction***”).

To the extent legally possible and subject to any thin capitalization or tax issues, any legal or corporate benefit restrictions and to the Agreed Guaranty and Security Principles, Holdings will procure that the Obligors account for at least 80% of the consolidated EBITDA of Holdings, the Borrowers and their restricted subsidiaries incorporated in the Security Jurisdictions (the “***Guarantor Coverage Test***”).

The Original Obligors agree to use commercially reasonable efforts to cause the existing guarantors of the ABC Credit Agreement incorporated in the Security Jurisdictions to guarantee the Senior Facilities and the Senior Secured Bridge Facility (and/or the Senior Secured Securities or any Senior Secured Notes) on the Closing Date.

Security:

Subject to the Agreed Guaranty and Security Principles (in the case of any Obligor other than a U.S. Loan Party or a Canadian Loan Party), exceptions consistent with the Documentation Precedent, the Certain Funds Provisions, the exceptions described below and other exceptions to be agreed upon, the Senior Facilities, the Guarantees, and, at the option of Holdings, any Hedging Arrangements and any Cash Management Arrangements will be secured by first-priority security interests in the following (subject to permitted liens): (i) all of the equity interests of ABC Technologies directly held by Holdings and all loans advanced by Holdings to ABC Technologies, (ii) all of the equity interests of a Subsidiary Guarantor or a Borrower (or any Additional Borrower) directly held by any Borrower (or any Additional Borrower) or a Subsidiary Guarantor, (iii) any proceeds loans and any material intercompany loans with respect to which any Borrower (or any Additional Borrower) or a Subsidiary Guarantor is a creditor against any other Obligor, (iv) any material operating bank accounts (subject to customary exclusions) held by any Borrower (or any Additional Borrower) or a Subsidiary Guarantor, (v) in the case of any Obligor organized under the laws of the United States of America, any state thereof or the District of Columbia (a “***U.S. Loan Party***”) or organized under the laws of Canada or any province thereof (a “***Canadian Loan Party***”) substantially all the material owned tangible and intangible assets of such U.S. Loan Party or such Canadian Loan Party, as applicable, and (vi) in the case of any Obligor organized under the laws of an Additional Security Jurisdiction, substantially all the material owned tangible and intangible assets of such Obligor to the extent that an all asset/floating security is customary in the applicable Additional Security Jurisdiction or, to the extent an all asset/floating security is not customary, the security described in clauses (ii) to (iv) above, in each case, whether owned on the Closing Date or thereafter acquired

(collectively, the “*Collateral*”).

Notwithstanding anything to the contrary, the Collateral shall (a) to the extent provided by any Obligor that is not a U.S. Loan Party or a Canadian Loan Party, be subject to the Agreed Guaranty and Security Principles (and for the avoidance of doubt, the Collateral provided by a U.S. Loan Party or a Canadian Loan Party shall not be subject to the Agreed Guaranty and Security Principles); and (b) to the extent that an all asset lien is provided by the applicable Obligor exclude the following (collectively, the “*Excluded Property*”): (i) any fee-owned real property (other than material fee-owned real property located in the United States and Canada with a fair market value greater than an amount to be agreed) and all leasehold interests in real property; (ii) motor vehicles and other assets subject to certificates of title, letter of credit rights (other than to the extent such rights can be perfected by filing a UCC-1 financing statement or equivalent filing) and commercial tort claims with a value of less than an amount to be agreed; (iii) pledges and security interests prohibited by applicable law, rule, regulation or contractual obligation (with respect to any such contractual restriction permitted under the Senior Facilities and binding on such assets, to the extent existing on the Closing Date or on the date of the acquisition thereof and not entered into in contemplation thereof (other than in connection with the incurrence of indebtedness of the type contemplated by clause (ii) of paragraph 4 under “Negative Covenants” below)) or entered into in connection with the incurrence of indebtedness of the type contemplated by clause (ii) of paragraph 4 under “Negative Covenants” below) (in each case, except to the extent such prohibition is unenforceable after giving effect to the applicable provisions of the Uniform Commercial Code or other applicable law) or which could require governmental (including regulatory) consent, approval, license or authorization to be pledged (unless such consent, approval, license or authorization has been received); (iv) equity interests in any person other than wholly-owned subsidiaries (to the extent the pledge thereof is not permitted by the terms of such person’s organizational documents, joint venture agreements or shareholder agreements or similar contractual obligations) and other Excluded Securities (to be defined in a manner consistent with the Documentation Precedent); (v) assets to the extent a security interest in such assets could reasonably be expected to result in material adverse tax consequences as determined in good faith by Holdings, in consultation with the Senior Facilities Agent; (vi) any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than any Borrower or any Guarantor) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or equivalent laws; (vii) those assets as to which the Senior Facilities Agent and Holdings reasonably agree that the cost or other consequence of obtaining such a security interest or perfection thereof are excessive in relation to the value afforded thereby; (viii) any governmental or regulatory licenses or state or local franchises, charters and authorizations, to the extent

security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or equivalent laws; (ix) “*intent-to-use*” trademark applications prior to the filing of a statement of use; (x) assets subject to liens securing permitted securitization financings (including receivables financings); (xi) other customary exclusions under applicable local law or in applicable local jurisdictions; (xii) any segregated accounts or funds held or received on behalf of third parties (other than any Borrower or any Guarantor); (xiii) any equipment or other asset subject to liens securing permitted acquired debt (limited to the acquired assets), sale and leaseback transactions, capital lease obligations, finance lease obligations or other purchase money debt, if the contract or other agreement providing for such debt, sale and leaseback transaction, capital lease obligation, finance lease obligation or purchase money debt prohibits or requires the consent of any person (other than any Borrower or any Guarantor) as a condition to the creation of any other security interest on such equipment or asset and, in each case, such indebtedness and prohibition or requirement is permitted under the definitive documentation for the Senior Facilities; and (xiv) other exceptions to be mutually agreed upon.

In addition, no security shall be pledged by any Obligor where Holdings and the Senior Facilities Agent reasonably agree that the limit on recoveries recorded in the relevant security renders the realizable value of the security such that there is no material commercial benefit to the proposed beneficiaries of such security in the provision of such security taking into account not only the realizable value of the security, but also any other benefit which may be associated with the grant of security, including, without limitation, any rights and remedies available on an enforcement of the security.

In addition, in no event shall (1) control agreements or control, lockbox or similar arrangements be required, (2) landlord, mortgagee and bailee waivers be required, (3) notices be required to be sent to insurers, account debtors or other contractual third parties prior to the occurrence and during the continuance of an event of default or (4) security documents governed by, or perfection actions under, the law of a jurisdiction other than a Security Jurisdiction be required (it being understood and agreed that the security in an Additional Security Jurisdiction shall be limited to either an all asset/floating security to the extent customary in the applicable Additional Security Jurisdiction or, to the extent an all asset/floating security is not customary, the security described in clauses (ii) to (iv) in the first paragraph of this “Security” section. Notwithstanding the foregoing, the guarantee by Holdings will be recourse solely to the stock of ABC Technologies directly owned by Holdings and any shareholder loans owed by ABC Technologies to Holdings, if any.

All the above-described pledges and security interests shall be created on terms, and pursuant to documentation, consistent with the Agreed

Guaranty and Security Principles and the Documentation Precedent, subject to exceptions to be reasonably agreed.

The Senior Secured Bridge Facility (and/or the Senior Secured Securities or any Senior Secured Notes) will be secured on a first-priority pari passu basis with the Senior Facilities and a financial institution to be agreed will act as collateral agent with respect thereto.

The relative rights and priorities in the Collateral for each of the Senior Facilities and the Senior Secured Bridge Facility (and/or the Senior Secured Securities or any Senior Secured Notes) will be set forth in an intercreditor agreement based on and consistent with the Documentation Precedent (the “*First Lien/First Lien Intercreditor Agreement*”).

Mandatory Prepayments:

Only the following: Unless the net cash proceeds are reinvested (or committed to be reinvested) in the business or in new projects or to make acquisitions or investments within 18 months and, if so committed to be reinvested, are actually reinvested within six months after the end of such initial 18-month period, after a non-ordinary course asset sale or other non-ordinary course disposition of property (other than securitizations) of any Borrower or any restricted subsidiary (including insurance and condemnation proceeds), 100% of the net cash proceeds in excess of an amount to be agreed upon from such non-ordinary course asset sales or other non-ordinary course dispositions of property, shall be applied to prepay the loans under the Term Facility or, no more than ratably, other indebtedness secured by a lien on the Collateral that ranks pari passu with the liens on the Collateral that secure the Term Facility (including the Senior Secured Bridge Facility, the Senior Secured Notes and/or the Senior Secured Securities), subject to customary and other exceptions consistent with the Documentation Precedent and other exceptions to be agreed upon; *provided that*, if at the time of receipt of the net cash proceeds from any such asset sale or other disposition or at any time during the 18-month reinvestment period, after giving effect to such asset sale and the application of the proceeds thereof on a Pro Forma Basis, (i) the Net First Lien Leverage Ratio is less than or equal to the First Mandatory Prepayment Stepdown Ratio (as defined in the Fee Letter) but greater than the Second Mandatory Prepayment Stepdown Ratio (as defined in the Fee Letter), only 50% of such net cash proceeds shall be subject to the mandatory prepayments and reinvestment requirements or (ii) the Net First Lien Leverage Ratio is less than or equal to the Second Mandatory Prepayment Stepdown Ratio, none of such net cash proceeds shall be subject to the mandatory prepayments and reinvestment requirements (such calculation of Net First Lien Leverage Ratio to be measured, at Holdings’ election, either (i) at the time of such asset sale or (ii) at any time during the applicable reinvestment period).

In addition, beginning with the first full fiscal year of ABC Technologies after the Closing Date, 50% of Excess Cash Flow (to be defined in a manner consistent with the Documentation Precedent,

subject to the modifications set forth in this paragraph) of ABC Technologies and its restricted subsidiaries (stepping down to (i) 25% if the Net First Lien Leverage Ratio is less than or equal to the First ECF Stepdown Ratio (as defined in the Fee Letter) and (ii) 0% if the Net First Lien Leverage Ratio is less than or equal to the Second ECF Stepdown Ratio (as defined in the Fee Letter)) shall be used to prepay the loans under the Term Facility or, no more than ratably, other indebtedness secured by a lien on the Collateral that ranks *pari passu* with the liens on the Collateral that secure the Term Facility (including the Senior Secured Bridge Facility, the Senior Secured Notes and/or the Senior Secured Securities); *provided* that (1) any voluntary prepayments, repurchases, redemptions and other retirements (including permitted loan buybacks and prepayments in connection with bank provisions and prepayments at a discount to par and open market purchases, with credit given for the actual amount of cash payment) of Term Loans or any other indebtedness secured by a lien on the Collateral that ranks *pari passu* with the liens on the Collateral that secure the Term Facility (including the Senior Secured Bridge Facility, the Senior Secured Notes and/or the Senior Secured Securities) made during such fiscal year or, at Holdings' option, after such fiscal year end and prior to the time such Excess Cash Flow payment is due or planned to be made in the subsequent fiscal year (with reversal for subsequent periods in the event such prepayment, repurchase, redemption or other retirement is not actually made within such subsequent fiscal year) (including loans under any revolving facility to the extent the commitments thereunder are permanently reduced by the amount of such prepayments at the time of such prepayment but excluding in all cases prepayments, repurchases, redemptions and other retirements funded with the incurrence of long-term indebtedness (other than revolving indebtedness)), (2) any capital expenditures, permitted acquisitions, investments or new project expenditures and payments in respect of restructuring activities that are made during such fiscal year or, at Holdings' option, after such fiscal year end and prior to the time such Excess Cash Flow payment is due or planned to be made in the subsequent fiscal year (with reversal for subsequent periods in the event such expenditure or payment is not actually made within such subsequent fiscal year) and (3) any restricted payments made by ABC Technologies during such fiscal year, or, at Holdings' option, after such fiscal year end and prior to the time such Excess Cash Flow payment is due or planned to be made in the subsequent fiscal year (with reversal for subsequent periods in the event such payment is not actually made within such subsequent fiscal year), shall be credited against excess cash flow prepayment obligations for such fiscal year on a dollar-for-dollar basis; *provided, further* that only Excess Cash Flow in excess of the ECF Threshold Amount (as defined in the Fee Letter) shall be subject to the prepayment obligations set forth in this paragraph.

In addition, 100% of the net cash proceeds of issuances of debt obligations of the Borrowers and their restricted subsidiaries after the Closing Date (other than debt permitted under the definitive documentation for the Senior Facilities) shall be used to prepay the

loans under the Term Facility.

Notwithstanding the foregoing, each Lender under the Term Facility shall have the right to reject its pro rata share of any mandatory prepayments described above, in which case the amounts so rejected may be retained by the Borrowers and used for any purpose not prohibited by the definitive documentation for the Senior Facilities and will be included in the calculation of the “*Cumulative Credit*” (as defined below).

The above-described mandatory prepayments shall be applied first, to accrued interest and fees due on the amount of the Term Loans being repaid and second, to the scheduled installments of principal of such Term Loans in direct order of maturity.

Prepayments attributable to subsidiaries’ Excess Cash Flow and asset sale proceeds will be limited under the definitive documentation for the Senior Facilities to the extent the repatriation of funds to fund such prepayments (x) is prohibited, restricted or delayed by applicable local laws or contractual restrictions not entered into in contemplation therewith or (y) would result in a material adverse tax consequence to Holdings or its subsidiaries as determined in good faith by Holdings; *provided* that in any event Holdings shall use its commercially reasonable efforts to eliminate such tax effects in its reasonable control in order to make such prepayments.

Voluntary Prepayments and
Reductions in Commitments:

Voluntary reductions of the unutilized portion of the commitments under the Senior Facilities and prepayments of borrowings thereunder will be permitted at any time, in minimum principal amounts to be agreed upon (consistent with the Documentation Precedent), without premium or penalty, except as described below, subject to reimbursement of the Lenders’ redeployment costs in the case of a prepayment of Adjusted Term SOFR Rate or EURIBOR borrowings other than on the last day of the relevant interest period. All voluntary prepayments of the Term Facility will be applied as the Borrowers may direct (and absent such direction, in direct order of maturity thereof).

The Borrowers shall pay a “prepayment premium” in connection with any Repricing Event (as defined below) with respect to all or any portion of the Term Loans that occurs on or before the date that is six months after the Closing Date, in an amount equal to 1.00% of the principal amount of the Term Facility subject to such Repricing Event.

The term “*Repricing Event*” shall mean (i) any voluntary prepayment or repayment of Term Loans with the proceeds of, or any conversion of Term Loans into, any new or replacement tranche of long-term secured term loans that are broadly syndicated to banks and other institutional investors in financings similar to the Term Loans bearing interest with an “effective yield” that is less than the yield applicable to the Term Loans and (ii) any amendment to the Term Facility the primary purpose of which (as determined by the Borrowers in good faith) is to reduce the

“yield” applicable to the Term Loans (it being understood that (x) any prepayment premium with respect to a Repricing Event shall apply to any required assignment by a non-consenting Lender in connection with any such amendment pursuant to so-called yank-a-bank procedures and (y) in each case, the yield shall include upfront fees and original issue discount on customary terms and any interest rate floor, but exclude any structuring, ticking, commitment, amendment and arranger fees or other similar fees unless such similar fees are paid to all lenders generally in the primary syndication of such new or replacement tranche of term loans), other than, in the case of each of clauses (i) and (ii), in connection with a qualified IPO, a change in control, material disposition (or series of related dispositions), material acquisition (or series of related acquisitions), an upsizing of the Term Loans, dividend recapitalization, a transaction that is not otherwise permitted under the Term Facility or any transaction that would, if consummated, constitute any of the foregoing.

Representations and Warranties:

Only the following representations and warranties will apply (to be applicable to the Borrowers and their restricted subsidiaries and, with respect to customary representations with respect to the validity of the Guarantee by Holdings and certain other customary representations consistent with the Documentation Precedent, Holdings), subject to the Certain Funds Provisions, exceptions and qualifications consistent with the Documentation Precedent and other exceptions and qualifications to be agreed upon: organization, existence, and power; qualification; authorization and enforceability; no conflict; governmental consents; subsidiaries; accuracy of financial statements and other information in all material respects; projections; no material adverse change; absence of litigation; compliance with laws; compliance with PATRIOT Act, Beneficial Ownership Regulation, OFAC, ERISA, margin regulations, environmental laws, Foreign Corrupt Practices Act and laws with respect to sanctioned persons and any applicable anti-corruption laws; taxes; ownership of properties; governmental regulation; inapplicability of the Investment Company Act; closing date solvency on a consolidated basis; labor matters; validity, priority and perfection of security interests in the Collateral; intellectual property; treatment as designated senior debt under subordinated debt documents (if any); use of proceeds; and insurance.

Conditions Precedent to Initial Borrowing:

Only the following (consistent with the Documentation Precedent and subject to Exhibit D): delivery of reasonably satisfactory customary (consistent with similar transactions for the Sponsor) legal opinions of counsel for the Original Obligors; customary corporate organizational documents and officers’ and public officials’ certifications of evidence of authorization and good standing in the jurisdiction of organization for the Original Obligors; customary closing certificates; all documents and instruments required for the creation and perfection of security interests in (1) the equity interests of ABC Technologies directly held by Holdings and (2) shareholder loans owed by ABC Technologies that are directly held by Holdings, subject to permitted liens; execution of the Guarantee by Holdings; evidence of authority for the Original

Obligors; delivery of a notice of borrowing; reports on the same basis as set out in the Interim Facilities Agreement and, for information purposes only, the funds flow statement.

The initial borrowing under the Senior Facilities on the Closing Date will also be subject to the applicable conditions precedent set forth in Section 6 of the Commitment Letter and Exhibit D to the Commitment Letter. The definitive documentation for the Senior Facilities shall not contain (a) any conditions precedent other than the conditions precedent expressly set forth in the preceding paragraph, Section 6 of the Commitment Letter or Exhibit D to the Commitment Letter, (b) any representation or warranty, affirmative, negative or financial covenant or event of default not set forth in Section 6 of the Commitment Letter or Exhibit D thereto, the making, accuracy, compliance or absence, respectively, of or with which would be a condition to the initial borrowing under the Senior Facilities on the Closing Date or (c) any representation or warranty relating to any person other than the Original Obligors the accuracy of which would be a condition to the initial borrowing under the Facilities or otherwise any condition precedent directly or indirectly relating to any person other than the Original Obligors (other than any procurement obligations with respect to Bidco), the satisfaction of which would be a condition precedent to the initial borrowing under the Senior Facilities on the Closing Date. The failure of any representation or warranty (other than the Major Representations) to be true and correct in all material respects on the Closing Date will not constitute the failure of a condition precedent to funding or a default under the Senior Facilities.

Conditions Precedent to all
Subsequent Borrowings:

(a) Delivery of notice of borrowing, (b) accuracy of representations and warranties in all material respects and (c) absence of defaults (in each case of clauses (b) and (c), except in connection with Incremental Facilities to the extent not required by the applicable incremental assumption agreement).

Affirmative Covenants:

Only the following affirmative covenants will apply (to be applicable to the Borrowers and their restricted subsidiaries), subject to customary exceptions and qualifications, exceptions and qualifications consistent with the Documentation Precedent and other baskets, exceptions and qualifications to be agreed upon: maintenance of corporate existence and rights; performance and payment of obligations; delivery of annual and quarterly consolidated financial statements (accompanied by customary management discussion and analysis and (annually) by an audit opinion from nationally recognized auditors that is not subject to any qualification as to scope of such audit or going concern on a consolidated basis (other than with respect to, or resulting from, an upcoming maturity date under any series of indebtedness, any breach of a financial maintenance covenant or any potential inability to satisfy a financial maintenance covenant on a future date or in a future period or the activities, operations, financial results, assets or liabilities of an Unrestricted Subsidiary) but which may contain an explanatory note or emphasis of the matter paragraph)) (with extended time periods for

delivery of the first annual and certain agreed quarterly financial statements to be delivered after the Closing Date) and an annual budget; quarterly compliance certificates as of the most recently ended quarter; delivery of notices of default and material adverse litigation, ERISA events and material adverse change; maintenance of properties in good working order; maintenance of books and records; maintenance of customary insurance; commercially reasonable efforts to maintain ratings (but not a specific rating); compliance with laws; compliance with PATRIOT Act, FCPA and any applicable anti-corruption laws, including Beneficial Ownership Regulation, OFAC and other laws with respect to sanctions; providing updated customary KYC information; inspection of books and properties; environmental; additional guarantors and additional collateral (subject to limitations set forth under the captions “*Guarantees*” and “*Security*”); further assurances in respect of collateral matters; use of proceeds; payment of taxes; transactions with affiliates (subject to carveouts for, among other things, agreements to pay annual management fees of up to the Management Fee Cap (as defined in the Fee Letter) (with carryover of unused or deferred amounts to subsequent years), transaction fees, including in respect of the Transactions, of up to the Transaction Fee Cap (as defined in the Fee Letter) and termination fees in respect of the termination of any such agreement, which, in each case, will be added back to EBITDA)); business of the Borrowers and their restricted subsidiaries; and fiscal year.

Negative Covenants:

Only the following negative covenants will apply (to be applicable to the Borrowers and their restricted subsidiaries and, in the case of paragraph 9, Holdings), subject to customary exceptions and qualifications, exceptions and qualifications consistent with the Documentation Precedent and other baskets, exceptions and qualifications to be agreed upon (including in any event (i) a customary basket amount or “*Cumulative Credit*” to be based on the greater of (x) retained Excess Cash Flow (to be defined in a manner consistent with the Documentation Precedent) and (y) 50% of Consolidated Net Income (to be defined in a manner consistent with the Documentation Precedent, but in any event if such Consolidated Net Income shall be less than zero, such amount shall be deemed zero) of the Borrowers and their subsidiaries from the first day of the fiscal quarter in which the Closing Date occurs and otherwise defined in a manner consistent with the Documentation Precedent and include a “starter” basket equal to the Starter Basket Amount (as defined in the Fee Letter) that may be used for, among other things, investments, dividends and distributions, stock repurchases and the redemption or prepayment of payment subordinated debt; *provided* that the Cumulative Credit shall be increased by the amount of net cash proceeds from (x) asset sales that are below the mandatory prepayment threshold and (y) asset sales that the Borrowers are required to apply to prepay the loans under the Term Facility and which net cash proceeds are waived or declined by the Lenders and (ii) the exceptions described below):

1. Limitation on non-ordinary course dispositions of assets in excess of the Asset Disposition Threshold Amount (as defined in the Fee Letter) in any fiscal year, with carveouts permitting, among other things, (i) the non-ordinary course disposition of assets subject only to the Borrowers' receipt of fair market value (as determined by the Borrowers in good faith), at least 75% of the proceeds consisting of cash or cash equivalents (including customary designated non-cash consideration consistent with the Documentation Precedent, but not less than the Designated Non-Cash Consideration Cap (as defined in the Fee Letter)), and net cash proceeds being reinvested or used to repay debt to the extent required by the mandatory prepayment provisions above, (ii) sale and leaseback transactions permitted under the covenant described in paragraph 7 below, (iii) securitization financings and receivables financings, (iv) permitted asset swaps with no dollar cap and (v) an exception for the disposition of (1) any assets acquired after the Closing Date that are not used or useful in the core or principal business of the Borrowers and their restricted subsidiaries or (2) any assets made in connection with the approval of any anti-trust authority or otherwise necessary or advisable in the good faith determination of the Borrowers to consummate any transaction.

2. Limitation on mergers and acquisitions; *provided*, there shall be no limitation as to the amount of such mergers and acquisitions.

3. Limitations on dividends and stock repurchases and optional redemptions (and optional prepayments) of payment subordinated debt with carveouts for, among other things, (i) permitted refinancings of such debt, (ii) the payment of a regular dividend up to an amount to be agreed but no less than the sum of (1) an amount per annum equal to 7% of the market capitalization of Holdings, a Borrower or a parent entity following any public equity offering of Holdings, a Borrower or a parent entity plus (2) 7% per annum of the amount of net cash proceeds received in a public equity offering of Holdings, a Borrower or a parent entity (with a carryover of unused amounts to subsequent years), (iii) the Cumulative Credit, (iv) other restricted payments and redemptions and prepayments of payment subordinated debt in an amount not to exceed the General Restricted Payment Cap (as defined in the Fee Letter), (v) tax distributions and overhead payments, (vi) restricted payments made with certain designated equity contributions and/or equity issuances received after the Acquisition Closing Date that are excluded from the calculation of the Cumulative Credit and that are not utilized to incur indebtedness pursuant to clause (xi) of paragraph 4 below and (vii) additional restricted payments and redemptions and prepayments of payment subordinated debt so long as the Net First Lien Leverage Ratio on a Pro Forma Basis is not greater than the Restricted Payment Ratio Level (as defined in the Fee Letter), subject to no event of default.

4. Limitation on indebtedness, which shall, among other things, (i) permit the incurrence of indebtedness if, after giving effect to the incurrence of such indebtedness and the use of proceeds thereof, (A) in

the case of indebtedness secured by liens on the Collateral ranking pari passu with the liens on the Collateral securing the Term Facility, the Net First Lien Leverage Ratio on a Pro Forma Basis is not greater than the First Lien Incurrence Ratio Level, (B) in the case of indebtedness secured by liens on the Collateral ranking junior to the liens on the Collateral securing the Term Facility, the Net Secured Leverage Ratio on a Pro Forma Basis is not greater than the Secured Leverage Incurrence Ratio Level and (C) in the case of other indebtedness, either (x) the Fixed Charge Coverage Ratio on a Pro Forma Basis is not less than 2.00 to 1.00 or (y) the Net Total Leverage Ratio on a Pro Forma Basis is not greater than the Total Leverage Incurrence Ratio Level, (ii) permit the incurrence of unlimited capital lease obligations, finance lease obligations or other purchase money debt in respect of property, equipment, and related assets used or useful in the business, plus additional capital lease obligations, finance lease obligations or other purchase money debt not to exceed the Purchase Money Debt Cap (as defined in the Fee Letter), (iii) include a general basket for indebtedness in an outstanding principal amount not to exceed the General Debt Cap (as defined in the Fee Letter), (iv) permit indebtedness incurred or assumed in connection with acquisitions, investments or new projects in an aggregate principal amount not to exceed the sum of (x) the Acquisition Debt Dollar Basket (as defined in the Fee Letter) plus (y) an amount without limit so long as at the time of incurrence or assumption, after giving effect to such acquisition, investment or new project on a Pro Forma Basis, the applicable ratio level set forth in clause (i) with respect to the type of debt being incurred or assumed is satisfied on a Pro Forma Basis for such acquisition, investment or new project or such applicable ratio is no worse on a Pro Forma Basis for such acquisition, investment or new project than such ratio in effect immediately prior to such acquisition, investment or new project and, in each case for purposes of such calculations, disregarding an aggregate outstanding principal amount of indebtedness not to exceed the Acquisition Disregarded Amount (as defined in the Fee Letter), (v) permit securitization financings, receivables sales, factorings and non-recourse similar financings, (vi) permit the incurrence of Refinancing Facilities and Refinancing Notes, (vii) permit indebtedness existing on the Closing Date and permitted refinancings thereof, (viii) permit indebtedness in lieu of, on a dollar-for-dollar basis, indebtedness permitted under the Incremental Facilities, (ix) permit indebtedness of joint ventures and/or indebtedness incurred on behalf thereof or representing guarantees of indebtedness of joint ventures, in an aggregate outstanding principal amount not to exceed the JV Debt Cap (as defined in the Fee Letter), (x) permit indebtedness of non-Guarantor subsidiaries in an aggregate outstanding principal amount not to exceed the Non-Guarantor Debt Cap (as defined in the Fee Letter), (xi) permit indebtedness in an aggregate outstanding principal amount not to exceed 200% of the net cash proceeds received from sale or issuance of qualified equity interests (or shareholder loans) or capital contributions that do not constitute “cure equity” and that are excluded from the calculation of the Cumulative Credit, (xii) permit refinancing indebtedness of any debt that was permitted when incurred on terms

consistent with the Documentation Precedent (such indebtedness “*Permitted Refinancing Indebtedness*”); *provided* that any restrictions with respect to maturity or weighted average life to maturity shall not apply to refinancing indebtedness in an aggregate principal amount outstanding not to exceed the Inside Maturity Date Debt Cap (as defined in the Fee Letter), (xiii) permit bilateral, working capital or local facilities in an aggregate outstanding principal amount not to exceed the Local Facilities Debt Cap (as defined in the Fee Letter) in addition to bilateral, working capital or local facilities for working capital purposes without dollar limit, (xiv) permit indebtedness in an aggregate outstanding principal amount not to exceed the aggregate amount of restricted payments that could otherwise be made by ABC Technologies at the time of such incurrence (with the aggregate principal amount of such indebtedness utilizing such available restricted payment capacity for so long as such indebtedness remains outstanding) and (xv) permit indebtedness in respect of the Senior Secured Notes, Senior Secured Bridge Loans and/or the Senior Secured Securities outstanding on the Closing Date and permitted refinancings thereof.

5. Limitation on loans and investments, which shall, among other things, (i) include a general basket for investments in an outstanding amount not to exceed the General Investment Cap (as defined in the Fee Letter) plus the Cumulative Credit, (ii) include a basket for investments in similar businesses in an outstanding amount not to exceed the Similar Business Investment Cap (as defined in the Fee Letter), (iii) permit additional investments in joint ventures in an outstanding amount not to exceed the JV Investment Cap (as defined in the Fee Letter), (iv) include an unlimited exception for permitted business acquisitions, including in respect of investments in entities that will become restricted subsidiaries and assets that will be owned by restricted subsidiaries, (v) permit unlimited investments in restricted subsidiaries, (vi) permit additional investments in unrestricted subsidiaries in an outstanding amount not to exceed the Unrestricted Subsidiary Investment Cap (as defined in the Fee Letter) and (vii) permit additional investments so long as either (x) the Net First Lien Leverage Ratio on a Pro Forma Basis is not greater than the Investment Ratio Level (as defined in the Fee Letter) or (y) the Net First Lien Leverage Ratio is no worse on a Pro Forma Basis for such investment than such ratio in effect immediately prior to such investment.

6. Limitation on liens, which shall, among other things, (i) permit the incurrence of liens on assets of non-Guarantor subsidiaries so long as such liens secure obligations of non-Guarantor subsidiaries that are otherwise permitted, (ii) permit the incurrence of liens on non-Collateral assets so long as such liens secure obligations that are otherwise permitted, (iii) permit the incurrence of junior liens on the Collateral (including liens securing notes or additional credit facilities); *provided* that any such notes or additional credit facilities shall be subject to an intercreditor agreement consistent with the Documentation Precedent, (iv) permit the incurrence of pari passu liens on the Collateral (including liens securing notes or additional credit facilities),

subject to compliance with a Net First Lien Leverage Ratio on a Pro Forma Basis that is not greater than the First Lien Incurrence Ratio Level; *provided* that any such notes or additional credit facilities secured by liens on the Collateral shall be subject to the First Lien/First Lien Intercreditor Agreement or another intercreditor agreement consistent with the Documentation Precedent, (v) permit liens securing indebtedness incurred or assumed in connection with acquisitions, investments or new projects that are permitted under clause (iv) of paragraph 4 above to the extent such debt is permitted to be secured and tested as secured debt; *provided* that any such indebtedness that is secured by liens on the Collateral shall be subject to the First Lien/First Lien Intercreditor Agreement (in the case of pari passu liens on the Collateral) or another intercreditor agreement consistent with the Documentation Precedent, (vi) permit liens existing on the Closing Date, (vii) permit liens securing securitization financings (including receivables financings), (viii) include a general basket for liens in an outstanding amount not to exceed the amount of the general debt basket under clause (iii) of paragraph 4 above, (ix) permit liens securing indebtedness of the type permitted under clauses (ii), (iii), (iv), (vi), (viii), (x), (xi), (xiii), (xiv) and (xv) of paragraph 4 above and (x) permit refinancing liens of any liens that were permitted when incurred.

7. Limitation on sale/leaseback transactions.

8. Limitation on restrictions of subsidiaries to pay dividends or make distributions and limitations on negative pledges.

9. Limitation on modifications to material subordinated debt documents or organizational documents.

10. Holdings covenant consistent with the Documentation Precedent (for the avoidance of doubt, there shall be no restriction on the formation of additional holding companies above Holdings).

For covenant purposes, the Investors and their respective affiliates shall not be considered affiliates of the Borrowers or their subsidiaries with respect to any transaction, so long as such transaction is in the ordinary course of business, or pursuant to an operations management agreement, management services agreement, shared services agreement, transition services agreement or other similar agreement entered into with the Borrowers and/or their subsidiaries or, in each case, amendments thereto or replacements thereof that are not materially adverse to the Borrowers or their subsidiaries.

All ratios and calculations shall be measured on a Pro Forma Basis (to be defined in a manner consistent with the Documentation Precedent). In respect of any transaction, the Borrowers may elect to test any baskets, ratios and whether a default has occurred as of the date of entry into a binding commitment, the date of closing or any relevant date for such transaction as determined in good faith by the Borrowers.

Financial Covenant:

Term Facility: None.

Revolving Facility: Consistent with the Documentation Precedent, the definitive documentation for the Senior Facilities will contain only the following financial covenant with regard to the Borrowers and their restricted subsidiaries on a consolidated basis, solely for the benefit of the Lenders under the Revolving Facility and solely when required as provided in the next paragraph:

- a Net First Lien Leverage Ratio set at the Financial Covenant Ratio Level (as defined in the Fee Letter) (the “**Financial Covenant**”).

The Financial Covenant will be tested as of the last day of each fiscal quarter if the aggregate amount of funded loans (excluding cash collateralized letters of credit and undrawn letters of credit (whether or not cash collateralized) and, for the first four fiscal quarters after the Closing Date, any amounts drawn under the Revolving Facility on the Closing Date) under the Revolving Facility on such date exceeds an amount equal to the Testing Threshold Percentage (as defined in the Fee Letter) of the then outstanding commitments under the Revolving Facility (the “**Testing Threshold**”), with the first quarterly covenant test to commence as of the last day of the first full fiscal quarter ending after the Closing Date (if otherwise applicable on such date).

For purposes of determining compliance with the Financial Covenant, any cash equity contribution (which shall be common equity or otherwise in a form reasonably acceptable to the Senior Facilities Agent) made to Holdings and contributed to ABC Technologies as common equity following the last day of the applicable fiscal quarter and on or prior to the day that is 10 business days after the day on which financial statements are required to be delivered for such fiscal quarter will, at the option of Holdings, be included in the calculation of consolidated EBITDA solely for the purposes of determining compliance with the Financial Covenant at the end of such fiscal quarter and applicable subsequent periods which include such fiscal quarter (any such equity contribution included in the calculation of consolidated EBITDA, a “**Specified Equity Contribution**”); *provided* that (a) in each four consecutive fiscal quarter period, there shall be at least two fiscal quarters in respect of which no Specified Equity Contribution is made, (b) no more than five Specified Equity Contributions may be made during the term of the Revolving Facility, (c) the amount of any Specified Equity Contribution shall be no greater than the amount required to cause the Borrowers to be in pro forma compliance with the Financial Covenant, (d) such Specified Equity Contributions shall be disregarded for purposes of determining any financial ratio-based conditions, pricing or any baskets with respect to the covenants contained in the definitive documentation for the Facilities, (e) such Specified Equity Contributions shall not build the Cumulative Credit, and (f) there shall be no pro forma reduction in indebtedness with the proceeds of any Specified Equity Contribution

for determining compliance with the Financial Covenant for the fiscal quarter in respect of which such Specified Equity Contribution is made (either directly through prepayment or indirectly as a result of the netting of unrestricted cash).

No Revolving Lender shall be required to fund any Revolving Loan or issue any letter of credit during the above cure period.

Events of Default:

Only the following (subject to customary thresholds and grace periods to be agreed upon, but no lower or shorter than the Documentation Precedent, and applicable to the Borrowers and their restricted subsidiaries and, with respect to the covenant in paragraph 9 of “Negative Covenants” above and bankruptcy related defaults, Holdings): nonpayment of principal, interest or other amounts; violation of covenants (*provided* that with respect to the Financial Covenant, a breach shall only result in an event of default with respect to the Term Facility upon the Lenders under the Revolving Facility having terminated the commitments under the Revolving Facility and accelerating any Revolving Loans then outstanding thereunder); incorrectness of representations and warranties in any material respect; cross event of default and cross acceleration to material indebtedness; bankruptcy and similar events; material monetary judgment defaults (same dollar threshold as cross default to material indebtedness); ERISA events; invalidity of guarantees or security documents in each case representing a material portion of the guarantees or the collateral; and change in control (to be defined in a manner consistent with the Documentation Precedent).

In addition, it shall be an event of default under the Facilities Documentation if (i) prior to the date that is one business day after the Closing Date, the Equity Contribution shall not have been consummated, (ii) prior to the date that is one business day after the Closing Date, the refinancing of the Existing ABC Credit Agreement shall not have been consummated or (iii) on or prior to the date that is ten business days after the Closing Date, the refinancing of the Existing Target Credit Agreement or the Existing Target Notes shall not have been consummated.

Unrestricted Subsidiaries:

The definitive documentation for the Senior Facilities will contain provisions pursuant to which, subject to usage of investment capacity consistent with the Documentation Precedent, and for so long as no event of default would result therefrom, Holdings will be permitted to designate any existing or subsequently acquired or organized subsidiary as an “unrestricted subsidiary” and, so long as no event of default would result therefrom, subsequently re-designate any such unrestricted subsidiary as a restricted subsidiary. Unrestricted subsidiaries will not be subject to the affirmative or negative covenant or event of default provisions of the definitive documentation for the Senior Facilities, and the results of operations and indebtedness of unrestricted subsidiaries will not be taken into account for purposes of calculating the financial ratios contained in the definitive documentation on terms consistent

with the Documentation Precedent.

On the Closing Date, an entity that has been separately identified to the Arrangers prior to the date hereof shall be designated as an unrestricted subsidiary.

Voting:

Usual for facilities and transactions of this type and consistent with the Documentation Precedent.

For the avoidance of doubt, amendments and waivers of the Financial Covenant (and related defaults) and the conditions to borrowing under the Revolving Facility shall only require the approval of Lenders holding more than 50% of the aggregate amount of the commitments under the Revolving Facility (disregarding Defaulting Lenders).

Cost and Yield Protection:

Usual for facilities and transactions of this type, consistent with the Documentation Precedent (including, without limitation, customary provisions relating to Dodd-Frank and Basel III); *provided*, that the tax gross-up and indemnity shall be subject to customary carve-outs (including withholding tax imposed under FATCA).

Assignments and Participations:

Following the initial funding of the Facilities, the Lenders will be permitted to assign loans and commitments under the Senior Facilities with the consent of Holdings (not to be unreasonably withheld or delayed and as to which, in the case of the Term Facility, Holdings will be deemed to have consented 10 business days after any request for consent if Holdings has not otherwise responded by such date); *provided* that such consent of Holdings shall not be required (i) under the Term Facility if such assignment is made to another Lender or an affiliate or approved fund of a Lender or (ii) after the occurrence and during the continuance of an event of default relating to payment default or bankruptcy. All assignments will also require the consent of the Senior Facilities Agent (subject to exceptions consistent with the Documentation Precedent), and, with respect to assignment under the Revolving Facility, the Swingline Lender and the Issuing Bank, not to be unreasonably withheld or delayed. Each assignment, in the case of the Term Facility, will be in an amount of an integral multiple of \$1,000,000. Each assignment, in the case of the Revolving Facility, will be in an amount of not less than \$5,000,000 and an integral multiple of \$1,000,000 in excess thereof. Assignments will not be required to be pro rata between the Senior Facilities. The Senior Facilities Agent will receive a processing and recordation fee of \$3,500, payable by the assignor and/or the assignee, with each assignment.

The Lenders will be permitted to sell participations in loans and commitments subject to the restrictions set forth herein, in the Commitment Letter and consistent with the Documentation Precedent. Voting rights of participants (i) shall be limited to matters in respect of (a) increases in commitments of such participant, (b) reductions of principal, interest or fees payable to such participant, (c) extensions of final maturity of such participant's participation or interest or fee

payment dates or scheduled amortization of the loans or commitments in which such participant participates; provided, that, for the avoidance of doubt, if a lender under the Revolving Facility agrees to an extension of the final maturity date of the Revolving Facility commitments, the maturity date of a participant's participation in such Revolving Facility commitment will not also be extended unless such participant agrees with such lender to an extension of its participation (with it being understood that the extension of the Revolving Facility commitment will be valid regardless of whether a participant elects to extend its participation in such commitment) and (d) releases of all or substantially all of the value of the Guarantees, or all or substantially all of the Collateral (other than in connection with any release of the relevant Guarantees or Collateral permitted by the definitive documentation for the Senior Facilities) and (ii) for clarification purposes, shall not include the right to vote on waivers of defaults or events of default or, subject to the proviso in clause (c) above, maturity extensions of the Revolving Facility commitments.

Notwithstanding the foregoing, assignments (and, to the extent the Disqualified Lender list is made available to all Lenders, participations; *provided* that regardless of whether the Disqualified Lender list has been made available to all Lenders, no Lender may sell participations in loans or commitments to Disqualified Lenders without the consent of Holdings if the Disqualified Lender list has been made available to such Lender) shall not be permitted to Disqualified Lenders (the list of which may be updated from time to time after the Closing Date with respect to bona fide competitors of the Borrowers (including the Target) and their subsidiaries and any affiliates of such bona fide competitors that are either identified in writing or clearly identifiable as an affiliate solely on the basis of such person's name (but excluding bona fide debt fund affiliates of such competitors and affiliates) and will remain on file with the Senior Facilities Agent and not be subject to further disclosure); *provided* that the foregoing shall not apply retroactively to disqualify any assignment or participation interest in the Senior Facilities to the extent such assignment or participation interest was acquired by a party that was not a Disqualified Lender at the time of such assignment or participation, as the case may be; *provided, further* that the Senior Facilities Agent shall have no duties or responsibilities for monitoring or enforcing prohibitions on assignments or participations to Disqualified Lenders or Affiliated Lenders. Any assigning Lender shall, in connection with any potential assignment, provide to Holdings a copy of its request (including the name of the prospective assignee) concurrently with its delivery of the same request to the Senior Facilities Agent irrespective of whether or not an event of default relating to payment default or bankruptcy has occurred and is continuing or whether Holdings otherwise has a consent right.

Assignments shall not be deemed non-pro rata payments. Non-pro rata prepayments will be permitted to the extent required to permit "extension" transactions and "replacement" facility transactions (with existing and/or new Lenders), subject to customary restrictions

consistent with the Documentation Precedent.

Assignments to the Sponsor and its affiliates (other than Holdings and its subsidiaries, except as set forth below, and other than to natural persons) (each, an “*Affiliated Lender*”) shall be permitted, subject only to the following limitations:

(i) no receipt of information provided solely to Lenders and no participation in Lender meetings;

(ii) the purchaser shall make a customary representation to the seller at the time of the assignment that it does not possess material non-public information (or, if Holdings is not at the time a public reporting company, material information of a type that would not reasonably be expected to be publicly available if Holdings was a public reporting company) with respect to Holdings and its subsidiaries that has not been disclosed to the seller or the Lenders generally (other than the Lenders that have elected not to receive material non-public information);

(iii) Affiliated Lenders may not purchase loans or commitments under the Revolving Facility;

(iv) the amount of Term Loans owned or held by such Affiliated Lenders may not, in the aggregate, exceed 25% of the outstanding principal amount of such Term Loans, calculated as of the date of such purchase;

(v) for purposes of any amendment, waiver or modification of the loan documents (other than any such amendment requiring the consent of each affected Lender) that does not adversely affect such Affiliated Lender (in its capacity as a Lender) in a disproportionately adverse manner as compared to other Lenders, Affiliated Lenders will be deemed to have voted in the same proportion as non-affiliated Lenders voting on such matter; and

(vi) any Affiliated Lender that becomes a Lender shall waive its rights to bring actions (in its capacity as a Lender) against the Senior Facilities Agent.

Assignments of Term Loans, Revolving Facility commitments or Revolving Loans to Sponsor Debt Fund Affiliates (as defined in the Fee Letter) will be permitted and will not be subject to the foregoing limitations; *provided* that, for purposes of determining whether the required lenders have consented to any amendment or waiver under the definitive documentation for the Senior Facilities, the aggregate amount of Term Loans, Revolving Facility commitments or Revolving Loans of Sponsor Debt Fund Affiliates will be excluded to the extent in excess of 49.9% of the outstanding principal amount of Term Loans, Revolving Facility commitments or Revolving Loans required to constitute “Required Lenders”.

Non-Pro Rata Repurchases:

Holdings and its subsidiaries may purchase from any Lender, at individually negotiated prices, outstanding amounts under the Term Facility in a non-pro rata manner; *provided* that (i) the purchaser shall make a representation to the seller at the time of assignment that it does not possess material non-public information (or, if Holdings is not at the time a public reporting company, material information of a type that would not reasonably be expected to be publicly available if Holdings was a public reporting company) with respect to Holdings and its subsidiaries that has not been disclosed to the seller or Lenders generally (other than the Lenders that have elected not to receive material non-public information), (ii) any loans so repurchased shall be immediately cancelled, (iii) no proceeds of loans under the Revolving Facility shall be utilized to fund such purchases and (iv) no event of default would result therefrom.

Expenses and Indemnification:

Indemnification by the Borrowers of the Senior Facilities Agent, Arrangers, Syndication Agent, the Documentation Agent, Lenders, Issuing Banks, Swingline Lender, their respective successors and assigns, their respective affiliates and the officers, directors, employees, agents, advisors, controlling persons and members, advisors and representatives of each of the foregoing (each, an “**Indemnified Person**”) for matters arising out of or in connection with the Commitment Letter, the Fee Letter, the Transactions, the Facilities, the use or intended use of the proceeds of the Facilities or any related transaction or any claim, actions, suits, inquiries, litigation, investigation or other proceeding (regardless of whether such Indemnified Person is a party thereto and regardless of whether such matter is initiated by the Borrowers’ or the Target’s equity holders, creditors or any other third party or by the Borrowers, the Target or any of their respective affiliates) that relates to the Transactions, including the Facilities, the Acquisition or any transactions in connection therewith; *provided* that no Indemnified Person will be indemnified for any loss, claim, damage, cost, expense or liability (i) to the extent determined by a court of competent jurisdiction in a final, non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnified Person or any of such Indemnified Person’s controlled or controlling affiliates or any or its or their respective officers, directors, employees, agents, advisors, controlling persons or members (collectively, “**Related Persons**”), (ii) arising from a material breach of such Indemnified Person’s (or any of its Related Persons’) obligations under the definitive documentation for the Senior Facilities (as determined in a final, non-appealable judgment by a court of competent jurisdiction) or (iii) arising from any claim, actions, suits, inquiries, litigation, investigation or proceeding that does not involve an act or omission of the Borrowers or any of their affiliates and that is brought by an Indemnified Person against any other Indemnified Person (other than any claim, actions, suits, inquiries, litigation, investigation or proceeding against the Senior Facilities Agent, the Syndication Agent, the Documentation Agent, any Arranger, any Issuing Bank or the Swingline Lender in its capacity as such). In

addition, all reasonable, documented out-of-pocket expenses (including, without limitation, fees, disbursements and other charges of one firm of counsel for all such persons, taken as a whole (and, if necessary, by a single firm of local counsel in each appropriate jurisdiction for all such persons, taken as a whole) (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict informs you of such conflict and thereafter retains its own counsel with your prior written consent (not to be unreasonably withheld or delayed), of another firm of counsel (and local counsel, if applicable) for such affected Indemnified Person)) of (x) the Senior Facilities Agent, Arrangers, the Syndication Agent, the Documentation Agent, the Issuing Banks, the Swingline Lender and the Lenders for the enforcement costs and documentary taxes associated with the Senior Facilities and (y) the Senior Facilities Agent in connection with the preparation, execution and delivery of any amendment, waiver or modification of the Senior Facilities (whether or not such amendment, waiver or modification is approved by the Lenders) will in each case be paid by the Borrowers if the Closing Date occurs.

Governing Law and Forum:

New York, except for the security documents which shall be governed by the appropriate local law consistent with the Documentation Precedent and the Agreed Guaranty and Security Principles.

Counsel to Senior Facilities Agent and Arrangers:

Davis Polk & Wardwell LLP.

Interest Rates:

Subject to “Changes in Interest Rate Margins and Commitment Fees” below, the interest rates under the Term Facility will be, at the option of the Borrowers, Adjusted Term SOFR Rate plus the Term Facility SOFR Spread (as defined in the Fee Letter) or ABR plus the Term Facility ABR Spread (as defined in the Fee Letter).

Subject to “Changes in Interest Rate Margins and Commitment Fees” below, the interest rates under the Revolving Facility will be (i) in the case of Revolving Loans funded in United States Dollars, at the option of the Borrowers (or the applicable Additional Borrower), Adjusted Term SOFR Rate plus the Revolving Facility SOFR Spread (as defined in the Fee Letter) or ABR plus the Revolving Facility ABR Spread (as defined in the Fee Letter) and (ii) in the case of Revolving Loans funded in Euros, EURIBOR plus the Revolving Facility EURIBOR Spread (as defined in the Fee Letter).

The Borrowers (or, in the case of the Revolving Facility, any Additional Borrower) may elect interest periods of 1, 3 or 6 months (or, if agreed to by all relevant Lenders, 12 months or, if agreed to by the Senior Facilities Agent, a shorter period) for Adjusted Term SOFR Rate or EURIBOR borrowings.

Calculation of interest shall be on the basis of the actual days elapsed in a year of 360 days (or 365 or 366 days, as the case may be, in the case of ABR loans determined by reference to the Senior Facilities Agent’s Prime Rate (as defined below)) and interest shall be payable at the end of each interest period and, in any event, at least every three months.

“**ABR**” means the Alternate Base Rate, which is the highest of (a) the rate of interest publicly announced by the Senior Facilities Agent as its prime rate in effect at its principal office in New York City (the “**Prime Rate**”), (b) the federal funds effective rate from time to time plus 0.50% per annum and (c) one-month Adjusted Term SOFR Rate plus 1.00% per annum.

“**Adjusted Term SOFR Rate**” means the Term SOFR Screen Rate published two U.S. government securities business days prior to the commencement of the applicable interest period; *provided* that if the Adjusted Term SOFR Rate shall be less than zero, such rate shall be deemed zero.

“**EURIBOR**” means the rate appearing on Reuters Page EURIBOR-01 for the applicable interest period (or on any successor or substitute page of such page, or any successor to or substitute for such page, providing rate quotations comparable to those currently provided on such page, as determined by the Senior Facilities Agent from time to time for purposes of providing quotations of interest rates applicable to Euro deposits in the London interbank market); *provided* that if

EURIBOR shall be less than zero, such rate shall be deemed zero.

The index rate for borrowings in any currency other than United States Dollars or Euros shall be set forth in the definitive documentation for the Senior Facilities.

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

“Term SOFR Screen Rate” means the forward looking Secured Overnight Financing Rate term rate.

Letter of Credit Fees:

A per annum fee equal to the spread over Adjusted Term SOFR Rate or EURIBOR, as applicable, under the Revolving Facility will accrue on the aggregate face amount of outstanding letters of credit under the Revolving Facility, payable in arrears at the end of each quarter and upon the termination of the Revolving Facility, in each case for the actual number of days elapsed over a 360-day year. Such fees shall be distributed to the Lenders participating in the Revolving Facility pro rata in accordance with the amount of each such Lender’s Revolving Facility commitment, with exceptions for Defaulting Lenders. In addition, the Borrowers (or the applicable Additional Borrower) shall pay to the Issuing Bank, for its own account, (a) a fronting fee equal to 0.125% per annum of the aggregate face amount of outstanding letters of credit, payable in arrears at the end of each quarter and upon the termination of the Revolving Facility, calculated based upon the actual number of days elapsed over a 360-day year, and (b) customary issuance and administration fees.

Commitment Fees:

Subject to “Changes in Interest Rate Margins and Commitment Fees” below, the Revolving Commitment Fee Percentage (as defined in the Fee Letter) per annum on the average daily undrawn portion (treating swingline drawings as undrawn) of the commitments in respect of the Revolving Facility, payable quarterly in arrears after the Closing Date and upon the termination of the commitments, calculated based on the number of days elapsed in a 360-day year. Such fees shall be distributed to the Lenders participating in the Revolving Facility (other than the Swingline Lender in its capacity as such) pro rata in accordance with the amount of each such Lender’s Revolving Facility commitment, with exceptions for Defaulting Lenders.

Changes in Interest Rate Margins and Commitment Fees:

From and after the date of delivery of the Borrowers’ financial statements for the first full fiscal quarter ended after the Closing Date, interest rate margins under the Senior Facilities will be subject to two reductions of 25 basis points, in each case, based upon Net First Lien Leverage Ratios to be agreed, and the commitment fees under the Revolving Facility will be subject to one reduction of 12.5 basis points based upon a Net First Lien Leverage Ratio to be agreed.

Project Golf
\$1,000 million (equivalent) Senior Secured Bridge Facility
Summary of Principal Terms and Conditions⁴

<u>Borrowers:</u>	One or more of the Borrowers under the Term Facility.
<u>Agent:</u>	Citi, acting through one or more of its branches or affiliates, will act as administrative agent for the Senior Secured Bridge Facility (in such capacity, the “ Senior Secured Bridge Agent ”) for a syndicate of banks, financial institutions and other institutional lenders reasonably acceptable to the Borrowers (together with the Initial Lenders, the “ Lenders ”), and will perform the duties customarily associated with such role.
<u>Bookrunners and Senior Secured Bridge Arrangers:</u>	Citi, Santander, TDS, BMOCM, CIBC World Markets, DBSI, ScotiaBank, NatWest Markets and Mizuho will act as the joint bookrunners and joint lead arrangers for the Senior Secured Bridge Facility (together with any additional bookrunners and lead arrangers appointed by Bidco, each in such capacity, a “ Senior Secured Bridge Arranger ” and collectively, the “ Senior Secured Bridge Arrangers ”), and will perform the duties customarily associated with such roles. Other joint lead arrangers and joint bookrunners may be appointed by Bidco as contemplated in the Commitment Letter.
<u>Syndication Agent:</u>	At the option of Bidco, one or more financial institutions identified by Bidco (in such capacity, the “ Syndication Agent ”)
<u>Documentation Agent:</u>	At the option of Bidco, one or more financial institutions identified by Bidco (in such capacity, the “ Documentation Agent ”).
<u>Senior Secured Bridge Facility:</u>	Senior secured increasing rate bridge loans (the “ Senior Secured Bridge Facility ”) and the loans thereunder, the “ Senior Secured Bridge Loans ”) in an aggregate principal amount equivalent of \$1,000 million, which Senior Secured Bridge Facility shall consist of (i) a Euro tranche in an aggregate principal amount equal to the equivalent of \$500 million (the “ EUR Bridge Loans ”) and (ii) a United States Dollar tranche in an aggregate principal amount of \$500 million (the “ USD Bridge Loans ”). The EUR Bridge Loans will be funded in Euros. The USD Bridge Loans will be funded in United States Dollars. For all purposes of this Commitment Letter and the Fee Letter, the United States Dollar equivalent of the Euro tranche of the Senior Secured Bridge Facility shall be determined by reference to the spot foreign exchange rate on the business day immediately prior to the Closing Date; <i>provided</i> that, if any Senior Secured Notes are issued prior to the Closing Date in lieu of such tranche, the United States Dollar equivalent shall be determined by reference to the spot foreign exchange rate on the business day immediately prior to the date of pricing of such Senior

⁴ All capitalized terms used but not defined herein shall have the meanings assigned thereto in the Commitment Letter to which this Term Sheet is attached or in the other Exhibits thereto.

Secured Notes, or in each case, such other date as reasonably agreed to by you and us.

Definitive Documentation:

The definitive documentation for the Senior Secured Bridge Facility (the “**Senior Secured Bridge Loan Documentation**”) shall (a) solely to the extent the Senior Secured Bridge Loan Documentation is executed on or prior to the end of the Certain Funds Period, contain those representations, warranties and covenants relating to the conduct of the Offer or Scheme expressly set forth at paragraph 8 of Part II (Major Undertakings) of Schedule 6 (*Major Representations, Undertakings and Events of Default*) of the Interim Facilities Agreement (which shall, for the avoidance of doubt, constitute Major Undertakings) and paragraphs (d)(viii) and (ix) of Clause 22 (*Representations and Warranties; Undertakings*) of the Interim Facilities Agreement which shall apply solely on or prior to the end of the Certain Funds Period and (b) except as otherwise set forth herein, be based on and consistent with the Documentation Precedent.

Purpose:

The proceeds of the Senior Secured Bridge Loans will be used by the Borrowers (i) if the Interim Bridge Facility is funded, to cause the repayment of the outstanding amounts under the Interim Bridge Facility or (ii) otherwise, together with the proceeds from the Senior Facilities, the Equity Contribution, the Senior Secured Notes (if any) and/or the Senior Secured Securities (if any), and cash on hand of the Borrowers, the Target and their subsidiaries, to finance the Transactions.

Availability:

The Senior Secured Bridge Facility may be drawn (x) if the Acquisition is to be completed pursuant to a Scheme, in a single drawing on the Closing Date and (y) if the Acquisition is to be completed pursuant to an Offer, in a single drawing on the Closing Date and, if not drawn in full, a second drawing on a date prior to the date that is 30 days after the Closing Date. Amounts borrowed under the Senior Secured Bridge Facility that are repaid or prepaid may not be reborrowed.

The undrawn commitments under the Senior Secured Bridge Facility will be automatically cancelled and reduced to zero upon the expiry of the Certain Funds Period.

Ranking:

The Senior Secured Bridge Loans will constitute senior secured indebtedness of the Borrowers, and will rank pari passu in right of payment with all obligations under the Senior Facilities and all other senior indebtedness of the Borrowers.

Senior Secured Bridge Facility Guarantees:

The Senior Secured Bridge Loans will be guaranteed by (i) each Subsidiary Guarantor of the Senior Facilities and any borrower under the Term Facility to the extent not a borrower under the Senior Secured Bridge Facility (the “**Note Guarantors**”) and (ii) in respect of any of the obligations of any Borrower under the Senior Secured Bridge Facility, any other Borrower thereunder, on a senior secured basis (the “**Senior Secured Bridge Facility Guarantees**”). The Senior Secured Bridge Facility Guarantees will rank pari passu in right of payment with all

obligations under the Senior Facilities and all other senior indebtedness of the Note Guarantors. The Senior Secured Bridge Facility Guarantees will be automatically released upon release of the corresponding guarantees of the Senior Facilities or other indebtedness that triggered the obligation to give a guarantee (other than in connection with the payment in full of the Senior Facilities or such other indebtedness); *provided* that such released guarantees shall be reinstated if such released guarantors thereof are required to subsequently guarantee the Senior Facilities or such other indebtedness.

Security:

Subject to the Agreed Guaranty and Security Principles, exceptions consistent with the Documentation Precedent, the Certain Funds Provisions, the exceptions described below and other exceptions to be agreed upon, the Senior Secured Bridge Loans and the Senior Secured Bridge Facility Guarantees will be secured by a first-priority security interest on a *pari passu* basis with the Senior Facilities (subject to permitted liens and other exceptions consistent with the Documentation Precedent) in those assets of the Borrowers and the Note Guarantors that secure the Senior Facilities (the “*Collateral*”); *provided* that assets securing the Senior Secured Bridge Loans shall not include property excluded from the Collateral securing the Senior Facilities. The Collateral securing the Senior Secured Bridge Loans will be automatically released upon release of the corresponding Collateral under the Senior Facilities (other than in connection with the payment in full of the Senior Facilities); *provided* that such released Collateral shall be reinstated if such released Collateral subsequently secures the Senior Facilities.

All the above-described pledges and security interests shall be created on terms, and pursuant to documentation, consistent with the Documentation Precedent, subject to the Agreed Guaranty and Security Principles and exceptions to be reasonably agreed.

A financial institution to be agreed will act as collateral agent with respect to the Senior Facilities and the Senior Secured Bridge Facility (and/or the Senior Secured Securities or any Senior Secured Notes).

The relative rights and priorities in the Collateral for each of the Senior Facilities and the Senior Secured Bridge Facility (and/or any Senior Secured Notes and/or the Senior Secured Securities) will be set forth in the First Lien/First Lien Intercreditor Agreement (as defined in Exhibit B to the Commitment Letter).

Interest Rates:

Interest for the first three month period commencing on the Closing Date shall be payable at, (i) in the case of the USD Bridge Loans, Adjusted Term SOFR Rate (as defined below) plus the Senior Secured Bridge Loan SOFR Spread (as defined in the Fee Letter) and (ii) in the case of the EUR Bridge Loans, EURIBOR (as defined below), plus the Senior Secured Bridge Loan EURIBOR Spread (as defined in the Fee Letter) (the Senior Secured Bridge Loan SOFR Spread and the Senior Secured Bridge Loan EURIBOR Spread, the “*Spread*”). At the end of

the three-month period commencing on the Closing Date, and at the end of each three-month period thereafter, the Spread shall increase by an additional 50 basis points.

“Adjusted Term SOFR Rate” means, for any interest period, an interest rate per annum equal to the Term SOFR Rate for such interest period; provided that, if the Adjusted Term SOFR Rate as so determined would be less than zero, such rate shall be deemed zero.

“EURIBOR” means the rate appearing on Reuters Page EURIBOR-01 for the applicable interest period (or on any successor or substitute page of such page, or any successor to or substitute for such page, providing rate quotations comparable to those currently provided on such page, as determined by the Senior Secured Bridge Agent from time to time for purposes of providing quotations of interest rates applicable to Euro deposits in the London interbank market); *provided* that if EURIBOR shall be less than zero, such rate shall be deemed zero.

“SOFR” means, with respect to any business day, a rate per annum equal to the secured overnight financing rate for such business day published by the NYFRB on the NYFRB’s on the immediately succeeding business day.

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

“Term SOFR Rate” means, with respect to any borrowing denominated in United States Dollars and for any tenor comparable to the applicable interest period, the Term SOFR Reference Rate at approximately 5:00 p.m. (New York City time), two U.S. Government Securities Business Days (as defined in recent Sponsor precedent, which shall be reasonably acceptable to the Senior Secured Bridge Agent) prior to the commencement of such tenor comparable to the applicable interest period, as such rate is published by the Term SOFR Administrator.

“Term SOFR Reference Rate” means, for any day and time (such day, the “Term SOFR Determination Day”), with respect to any Adjusted Term SOFR Rate loan and for any tenor comparable to the applicable interest period, the rate per annum determined by the Senior Secured Bridge Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the Term SOFR Administrator and a benchmark replacement date with respect to the Term SOFR Rate has not occurred, then the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the Term SOFR Administrator, so long as such first preceding Business Day is not more than five Business Days prior to such Term SOFR Determination Day.

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

Notwithstanding anything to the contrary set forth above, at no time shall the per annum interest rate on the Senior Secured Bridge Loans, the Senior Secured Term Loans (as defined below) or the Senior Secured Exchange Notes (as defined below) exceed a percentage amount per annum specified in the Fee Letter (the **“Total Senior Secured Cap”**), subject to the Default Rate below.

In addition, in no event shall the interest rate on the Senior Secured Bridge Loans exceed the highest rate permitted under applicable law.

Interest Payments:

Interest on the Senior Secured Bridge Loans will be payable in cash, quarterly in arrears.

Default Rate:

Overdue principal and interest shall bear interest at the applicable interest rate plus 2.00% per annum.

Conversion and Maturity:

On the first anniversary of the Closing Date (the **“Conversion Date”**), any Senior Secured Bridge Loan that has not been previously repaid in full will be automatically converted into a senior secured term loan (each a **“Senior Secured Term Loan”**; Senior Secured Term Loans denominated in Euros, each a **“EUR Senior Secured Term Loan”**; Senior Secured Term Loans denominated in United States Dollars, each a **“USD Senior Secured Term Loan”**) due on the date that is seven years after the Closing Date (the **“Senior Secured Term Loan Maturity Date”**), subject to the Conditions Precedent to Conversion set forth in Annex C-I. At any time on or after the Conversion Date, at the option of the applicable Lender, such Senior Secured Term Loans may be exchanged in whole or in part for senior secured exchange notes (the

“Senior Secured Exchange Notes”; Senior Secured Exchange Notes denominated in Euros, the **“EUR Senior Secured Exchange Notes”**; Senior Secured Exchange Notes denominated in United States Dollars, the **“USD Senior Secured Exchange Notes”**) having an equal principal amount; *provided, however*, that the Borrowers may defer each issuance of Senior Secured Exchange Notes until such time as the Borrowers shall have received requests to issue an aggregate principal amount of at least (i) with respect to any issuance of EUR Senior Secured Exchange Notes, the Euro equivalent of \$250 million or (ii) with respect to any issuance of USD Senior Secured Exchange Notes, \$250 million.

The Senior Secured Term Loans will be governed by the provisions of the Senior Secured Bridge Loan Documentation and will have the same terms as the Senior Secured Bridge Loans except as expressly set forth on Annex C-I hereto. The Senior Secured Exchange Notes will be issued pursuant to an indenture in a form and on terms (except as set forth on Annex C-II hereto) consistent with the Documentation Precedent.

Mandatory Prepayments:

Consistent with the Documentation Precedent, the Senior Secured Bridge Loans shall be prepaid with, subject to certain customary and other exceptions and reinvestment rights to be agreed upon, (i) the net cash proceeds from the issuance of the Senior Secured Securities and indebtedness incurred to refinance the Senior Secured Bridge Loans; *provided* that in the event any Lender or affiliate of a Lender purchases debt securities from the Borrowers pursuant to a securities demand at a price above the level at which such Lender or affiliate has reasonably determined such debt securities can be resold by such Lender or affiliate to a bona fide third party at the time of such purchase (and notifies the Borrowers thereof) the net cash proceeds received by the Borrowers in respect of such debt securities may, at the option of such Lender or affiliate, be applied first to prepay the Senior Secured Bridge Loans of such Lender or affiliate prior to being applied to prepay the Senior Secured Bridge Loans held by other Lenders; and (ii) the net cash proceeds from any non-ordinary course asset sales by the Borrowers or any restricted subsidiary (including proceeds from the sale of stock of any restricted subsidiary, but excluding securitizations) in excess of an amount to be agreed (and to be shared, to the extent required, no more than ratably, with other indebtedness secured by a lien on the Collateral that ranks *pari passu* with the liens on the Collateral that secure the Senior Secured Bridge Facility (including the Senior Facilities) and subject to reinvestment rights and other exceptions and stepdowns consistent with the Senior Secured Exchange Notes.

Prepayments attributable to subsidiaries’ asset sale proceeds will be limited under the Senior Secured Bridge Loan Documentation to the extent the repatriation of funds to fund such prepayments (x) is prohibited, restricted or delayed by applicable local laws or contractual restrictions not entered into in contemplation thereof or (y) would result in a material adverse tax consequence to the Borrowers or their subsidiaries as determined in good faith by the Borrowers; *provided* that

in any event the Borrowers shall use their commercially reasonable efforts to eliminate such tax effects in its reasonable control in order to make such prepayments.

The Borrowers will also be required to offer to prepay the Senior Secured Bridge Loans following the occurrence of a change in control (to be defined in a manner consistent with high-yield debt securities and the Documentation Precedent) at 100% of the outstanding principal amount thereof, plus accrued and unpaid interest to, but not including, the date of repayment.

Voluntary Prepayments:

The Senior Secured Bridge Loans may be prepaid, in whole or in part, at par plus accrued and unpaid interest to, but not including, the date of prepayment but without premium or penalty upon not less than three business days' (or such shorter period as may be agreed by the Senior Secured Bridge Agent) prior written notice (which may be conditioned upon the occurrence of a refinancing or other event), at the option of the Borrowers at any time.

Conditions Precedent to Initial Borrowing:

Only the following (consistent with the Documentation Precedent and subject to Exhibit D): delivery of reasonably satisfactory customary (consistent with similar transactions for the Sponsor) legal opinions of counsel for the Original Obligors; customary corporate organizational documents and officers' and public officials' certifications of evidence of authorization and good standing in the jurisdiction of organization for the Original Obligors; customary closing certificates; delivery of a notice of borrowing; reports on the same basis as set out in the Interim Facilities Agreement and, for information purposes only, the funds flow statement.

The Senior Secured Bridge Loan Documentation shall not contain (a) any conditions precedent other than the conditions precedent expressly set forth in the preceding paragraph, Section 6 of the Commitment Letter or Exhibit D to the Commitment Letter, (b) any representation or warranty, affirmative, negative or financial covenant or event of default not set forth in Section 6 of the Commitment Letter or Exhibit D thereto, the making, accuracy, compliance or absence, respectively, of or with which would be a condition to the initial borrowing under the Senior Secured Bridge Facility or (c) any representation or warranty relating to any person other than the Original Obligors the accuracy of which would be a condition to the initial borrowing under the Senior Secured Bridge Facility or otherwise any condition precedent directly or indirectly relating to any person other than the Original Obligors, the satisfaction of which would be a condition precedent to the initial borrowing under the Senior Secured Bridge Facility on the Closing Date. The failure of any representation or warranty (other than the Major Representations) to be true and correct in all material respects on the Closing Date will not constitute the failure of a condition precedent to funding or a default under the Senior Secured Bridge Facility.

Assignments and Participations:

Each Lender shall have the right to assign or sell participations in the Senior Secured Bridge Loans held by it in compliance with applicable law to any third party with, solely in the case of assignments, the prior written consent of the Senior Secured Bridge Agent (subject to exceptions consistent with the Documentation Precedent and not to be unreasonably withheld or delayed) and shall give notice to the Borrowers of any such assignment; *provided, however*, that prior to any assignment of the Senior Secured Bridge Loans which occurs on or before the Conversion Date each Lender will consult with the Borrowers regarding any such assignment and, unless there has been a Senior Secured Bridge Demand Failure Event (as defined in the Fee Letter) or a payment or bankruptcy event of default has occurred, the consent of the Borrowers will be required with respect to any assignment (such consent not to be unreasonably withheld or delayed) if, subsequent thereto, the Initial Lenders would hold less than 50.1% of the outstanding Senior Secured Bridge Loans. For any assignments for which the Borrowers' consent is required, such consent shall be deemed to have been given if the Borrowers have not responded within 10 business days of a request for such consent.

Notwithstanding the foregoing, assignments (and, to the extent the Disqualified Lender list is made available to all Lenders, participations; *provided* that regardless of whether the Disqualified Lender list has been made available to all Lenders, no Lender may sell participations in loans or commitments to Disqualified Lenders without the consent of the Borrowers if the Disqualified Lender list has been made available to such Lender) of the Senior Secured Bridge Loans shall not be permitted to Disqualified Lenders (the list of which may be updated from time to time after the Closing Date with respect to bona fide competitors of the Borrowers (including the Target) and their subsidiaries and any affiliates of such bona fide competitors that are either identified in writing or clearly identifiable as an affiliate solely on the basis of such person's name (but excluding bona fide debt fund affiliates of such competitors and affiliates) and will remain on file with the Senior Facilities Agent and not be subject to further disclosure); *provided* that the foregoing shall not apply retroactively to disqualify any assignment or participation interest in the Senior Secured Bridge Loans to the extent such assignment or participation interest was acquired by a party that was not a Disqualified Lender at the time of such assignment or participation, as the case may be; *provided, further* that the Senior Secured Bridge Agent shall have no duties or responsibilities for monitoring or enforcing prohibitions on assignments or participations to Disqualified Lenders or Affiliated Lenders. Any assigning Lender shall, in connection with any potential assignment, provide to the Borrowers a copy of its request (including the name of the prospective assignee) concurrently with its delivery of the same request to the Senior Secured Bridge Agent irrespective of whether or not an event of default relating to payment default or bankruptcy has occurred and is continuing or whether the Borrowers otherwise have a consent right.

Assignments shall not be deemed non-pro rata payments. Non-pro rata prepayments will be permitted to the extent required to permit “extension” transactions and “replacement” facility transactions (with existing and/or new Lenders), subject to customary restrictions consistent with the Documentation Precedent.

Assignments to the Sponsor and its affiliates (other than Holdings and its subsidiaries, except as set forth below) (each, an “*Affiliated Lender*”) shall be permitted, subject only to the following limitations:

(i) no receipt of information provided solely to Lenders and no participation in Lender meetings;

(ii) the purchaser shall make a customary representation to the seller at the time of the assignment that it does not possess material non-public information (or, if Holdings is not at the time a public reporting company, material information of a type that would not reasonably be expected to be publicly available if Holdings was a public reporting company) with respect to Holdings and its subsidiaries that has not been disclosed to the seller or the Lenders generally (other than the Lenders that have elected not to receive material non-public information);

(iii) the amount of Senior Secured Bridge Loans owned or held by such Affiliated Lenders may not, in the aggregate, exceed 25% of the outstanding principal amount of such Senior Secured Bridge Loans, calculated as of the date of such purchase;

(iv) for purposes of any amendment, waiver or modification of the loan documents (other than any such amendment requiring the consent of each affected Lender) that does not adversely affect such Affiliated Lender (in its capacity as a Lender) in a disproportionately adverse manner as compared to other Lenders, Affiliated Lenders will be deemed to have voted in the same proportion as non-affiliated Lenders voting on such matter; and

(v) any Affiliated Lender that becomes a Lender shall waive its rights to bring actions (in its capacity as a Lender) against the Senior Secured Bridge Agent.

Assignments of Senior Secured Bridge Loans to Sponsor Debt Fund Affiliates (as defined in the Fee Letter) will be permitted and will not be subject to the foregoing limitations; *provided* that, for purposes of determining whether the required lenders have consented to any amendment or waiver under the Senior Secured Bridge Loan Documentation, the aggregate amount of Senior Secured Bridge Loans of Sponsor Debt Fund Affiliates will be excluded to the extent in excess of 49.9% of the outstanding principal amount of Senior Secured Bridge Loans required to constitute “Required Lenders”.

Non-Pro Rata Repurchases:

Holdings and its subsidiaries may purchase from any Lender, at individually negotiated prices, outstanding principal amounts under the Senior Secured Bridge Facility in a non-pro rata manner; *provided* that (i) the purchaser shall make a representation to the seller at the time of assignment that it does not possess material non-public information (or, if Holdings is not at the time a public reporting company, material information of a type that would not reasonably be expected to be publicly available if Holdings was a public reporting company) with respect to Holdings and its subsidiaries that has not been disclosed to the seller or Lenders generally (other than the Lenders that have elected not to receive material non-public information), (ii) any loans so repurchased shall be immediately cancelled, (iii) no proceeds of loans under the Revolving Facility or Incremental Facilities that are revolving credit facilities shall be utilized to fund such purchases and (iv) no event of default exists or would result therefrom.

Representations and Warranties:

The Senior Secured Bridge Loan Documentation will contain representations and warranties relating to the Borrowers and their restricted subsidiaries specified under the caption “***Representations and Warranties***” in the Senior Facilities Term Sheet, with such changes as are appropriate to reflect the Senior Secured Bridge Loans and consistent with the Documentation Precedent (and in any event such representations and warranties shall not be more restrictive to the Borrowers and their subsidiaries than those set forth in the documentation for the Senior Facilities).

Covenants:

The Senior Secured Bridge Loan Documentation will contain such affirmative covenants consistent, to the extent applicable, with those of the Senior Facilities and, in addition, a customary securities demand covenant. The Senior Secured Bridge Loan Documentation will contain incurrence-based negative covenants with respect to the Borrowers and their restricted subsidiaries consistent with the Senior Secured Exchange Notes. In no event, except as expressly set forth herein, will the covenants be more restrictive than the corresponding covenants in the Senior Facilities; *provided* that the baskets and ratio exceptions in the covenants governing the making of distributions and the incurrence of debt and liens may be more restrictive prior to the Conversion Date in a manner to be agreed.

Financial Covenants:

None.

Events of Default:

Consistent with the Documentation Precedent; provided that, it shall be an event of default under the Senior Secured Bridge Loan Documentation if (i) prior to the date that is one business day after the Closing Date, the Equity Contribution shall not have been consummated, (ii) prior to the date that is one business day after the Closing Date, the refinancing of the Existing ABC Credit Agreement shall not have been consummated or (iii) on or prior to the date that is ten business days after the Closing Date, the refinancing of the Existing Target Credit Agreement or the Existing Target Notes shall not have

been consummated.

In case an event of default shall occur and be continuing, the holders of at least 25% in aggregate principal amount of the Senior Secured Bridge Loans then outstanding, by notice in writing to the Borrowers, may declare the principal of, and all accrued interest on, all Senior Secured Bridge Loans to be due and payable immediately. If a bankruptcy event of the Borrowers occurs, the principal of and accrued interest on the Senior Secured Bridge Loans will be immediately due and payable without any notice, declaration or other act on the part of the holders of the Senior Secured Bridge Loans. An acceleration notice may be annulled and past defaults (except for monetary defaults not yet cured) may be waived by the holders of a majority in aggregate principal amount of the Senior Secured Bridge Loans.

Voting:

Amendments and waivers of the Senior Secured Bridge Loan Documentation will require the approval of Lenders holding more than 50% of the aggregate amount of the Senior Secured Bridge Loans, except that the consent of each Lender directly adversely affected shall be required with respect to (a) reductions of principal, interest or fees payable to such Lender (*provided* that, waiver of a default or change to financial ratios shall not constitute a reduction of interest for this purpose), (b) extensions of final maturity of the Senior Secured Bridge Loans of such Lender (except as provided under the caption "**Conversion and Maturity**" above) or interest or fee payment dates, (c) releases of all or substantially all of the value of the Senior Secured Bridge Facility Guarantees (other than in connection with any release of the relevant Senior Secured Bridge Facility Guarantees permitted by the Senior Secured Bridge Loan Documentation), (d) additional restrictions on the right to exchange Senior Secured Term Loans for Senior Secured Exchange Notes or any amendment of the rate of such exchange, and (e) any reduction of the voting rights of such Lender.

In addition, release of all or substantially all of the Collateral (other than in connection with any release of the Collateral permitted by the Senior Secured Bridge Loan Documentation) will require the approval of Lenders holding more than 66 2/3% of the aggregate amount of the Senior Secured Bridge Loans.

Cost and Yield Protection:

Usual for facilities and transactions of this type consistent with the Documentation Precedent (including, without limitation, customary provisions with respect to Dodd-Frank and Basel III); *provided*, that the tax gross-up and indemnity shall be subject to customary carve-outs (including withholding tax imposed under FATCA).

Expenses and Indemnification:

Indemnification by the Borrowers of the Senior Secured Bridge Agent, Senior Secured Bridge Arrangers, Syndication Agent, Documentation Agent, Lenders, their respective successors and assigns, their affiliates and the officers, directors, employees, agents, advisors, controlling persons and members, advisors and representatives of each of the foregoing (each, an "**Indemnified Person**") for matters arising out of or

in connection with the Commitment Letter, the Fee Letter, the Transactions, the Facilities, the use or intended use of the proceeds of the Facilities or any related transaction or any claim, actions, suits, inquiries, litigation, investigation or other proceeding (regardless of whether such Indemnified Person is a party thereto and regardless of whether such matter is initiated by the Borrowers' or the Target's equity holders, creditors or any other third party or by the Borrowers, the Target or any of their respective affiliates) that relates to the Transactions, including the Senior Secured Bridge Loan Facility, the Acquisition or any transactions in connection therewith; *provided* that no Indemnified Person will be indemnified for any loss, claim, damage cost, expense or liability (i) to the extent determined by a court of competent jurisdiction in a final, non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnified Person or any of such Indemnified Person's Related Persons (as defined in Exhibit B to the Commitment Letter), (ii) arising from a material breach of such Indemnified Person's (or any of its Related Persons) obligations under the Senior Secured Bridge Loan Documentation (as determined in a final, non-appealable judgment by a court of competent jurisdiction) or (iii) arising from any claim, actions, suits, inquiries, litigation, investigation or proceeding that does not involve an act or omission of the Borrowers or any of their affiliates and that is brought by an Indemnified Person against any other Indemnified Person (other than any claim, actions, suits, inquiries, litigation, investigation or proceeding against the Senior Secured Bridge Agent or any Senior Secured Bridge Arranger, the Documentation Agent or the Syndication Agent in its capacity as such). In addition, all reasonable, documented out-of-pocket expenses (including, without limitation, fees, disbursements and other charges of one firm of counsel for all such persons, taken as a whole (and, if necessary, by a single firm of local counsel in each appropriate jurisdiction for all such persons, taken as a whole) (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict informs you of such conflict and thereafter retains its own counsel with your prior written consent (not to be unreasonably withheld or delayed), of another firm of counsel (and local counsel, if applicable, for such affected Indemnified Person)) of (x) the Senior Secured Bridge Agent, Senior Secured Bridge Arrangers, the Syndication Agent, the Documentation Agent and the Lenders for the enforcement costs and documentary taxes associated with the Senior Secured Bridge Facility and (y) the Senior Secured Bridge Agent in connection with the preparation, execution and delivery of any amendment, waiver or modification of the Senior Secured Bridge Facility (whether or not such amendment, waiver or modification is approved by the Lenders) will in each case be paid by the Borrowers if the Closing Date occurs.

Governing Law and Forum:

New York, except for the security documents which shall be governed by the appropriate local law consistent with the Documentation Precedent and the Agreed Guaranty and Security Principles.

Counsel to the Senior Secured Davis Polk & Wardwell LLP.
Bridge Agent and the Senior
Secured Bridge Arrangers:

Senior Secured Term Loans

<u>Maturity:</u>	The Senior Secured Term Loans will mature on the date that is seven years after the Closing Date.
<u>Interest Rate:</u>	The Senior Secured Term Loans will bear interest at an interest rate per annum equal to the Total Senior Secured Cap applicable to such tranche of Senior Secured Term Loans. Interest shall be payable on the last day of each fiscal quarter of the Borrowers and on the Senior Secured Term Loan Maturity Date, in each case payable in arrears and computed on the basis of a 360 day year.
<u>Guarantees:</u>	Same as the Senior Secured Bridge Loans.
<u>Security:</u>	Same as the Senior Secured Bridge Loans.
<u>Covenants, Prepayments, Events of Default and Voting:</u>	Upon and after the Conversion Date, the covenants, mandatory prepayment provisions, events of default and voting provisions that would be applicable to the Senior Secured Exchange Notes, if issued, will also be applicable to the Senior Secured Term Loans in lieu of the corresponding provisions of the Senior Secured Bridge Loan Documentation; <i>provided</i> that the optional prepayment provisions applicable to the Senior Secured Bridge Loans shall remain applicable to the Senior Secured Term Loans.
<u>Conditions Precedent to Conversion:</u>	The conversion of the Senior Secured Bridge Loans into Senior Secured Term Loans on the Conversion Date is subject to no event of default in effect with respect to a payment or bankruptcy event of default.

Senior Secured Exchange Notes

<u>Issuers:</u>	One or more of the Borrowers, in their capacity as the issuers of the Senior Secured Exchange Notes, is referred to as the “ <i>Issuers.</i> ”
<u>Issue:</u>	The Senior Secured Exchange Notes will be issued under an indenture in a form and on terms (other than as set forth herein) consistent with the Documentation Precedent.
<u>Maturity:</u>	The Senior Secured Exchange Notes will mature on the date that is seven years after the Closing Date.
<u>Interest Rate:</u>	The Senior Secured Exchange Notes will bear interest at a fixed rate equal to the Total Senior Secured Cap applicable to such tranche of Senior Secured Exchange Notes.
<u>Guarantees:</u>	Same as the Senior Secured Bridge Loans.
<u>Security:</u>	Same as the Senior Secured Bridge Loans.
<u>Ranking:</u>	Consistent with the Senior Secured Bridge Loans.
<u>Mandatory Redemption:</u>	None.
<u>Optional Redemption:</u>	<p>Unless a Senior Secured Bridge Demand Failure Event has occurred, in the case of Senior Secured Exchange Notes held by an Initial Lender under the Senior Secured Bridge Facility or any affiliate of any such Initial Lender (other than an Asset Management Affiliate (as defined below) or with respect to Senior Secured Exchange Notes acquired in ordinary course market making), the Issuers may redeem such Senior Secured Exchange Notes in whole or in part at par plus accrued and unpaid interest at any time after the issuance thereof. The redemption provisions of the Senior Secured Exchange Notes will provide for non-ratable voluntary redemptions of Senior Secured Exchange Notes held by any Initial Lender and its affiliates (other than Asset Management Affiliates or with respect to Senior Secured Exchange Notes acquired in ordinary course market making) at such prices for so long as such Senior Secured Exchange Notes are held by them; <i>provided</i> that such non-ratable voluntary redemption shall, as between such Initial Lender and such affiliates, be made on a pro rata basis.</p> <p>Except as set forth below, Senior Secured Exchange Notes held by any party that is not an Initial Lender under the Senior Secured Bridge Facility and is not affiliated with any such Initial Lender (other than bona fide investment funds and entities that manage assets on behalf of unaffiliated third parties (the “<i>Asset Management Affiliates</i>”) or in ordinary course market making), will</p>

be non-callable until the third anniversary of the Closing Date.

Prior to the third anniversary of the Closing Date, the Issuers may redeem such Senior Secured Exchange Notes at a make-whole price based on U.S. Treasury notes (or Bund rate, in the case of EUR Senior Secured Exchange Notes) with a maturity closest to the third anniversary of the Closing Date plus 50 basis points.

Prior to the third anniversary of the Closing Date, the Issuers may redeem up to 40% of such Senior Secured Exchange Notes in a principal amount not in excess of an amount equal to the amount of proceeds from an equity offering at a price equal to par plus the coupon on such Senior Secured Exchange Notes.

After the third anniversary of the Closing Date, Senior Secured Exchange Notes will be callable at par plus accrued interest plus a premium equal to 50% of the coupon on such Senior Secured Exchange Notes, which premium shall decline to 25% of the coupon on such Senior Secured Exchange Notes on the fourth anniversary of the Closing Date and to zero on the fifth anniversary of the Closing Date.

In addition, the Issuers may redeem up to 10% of such Senior Secured Exchange Notes per annum at a price equal to 103% of the principal amount thereof, plus accrued and unpaid interest.

Offer to Purchase from
Asset Sale Proceeds:

The Issuers will be required to make an offer to repurchase the Senior Secured Exchange Notes with 100% of the net cash proceeds from any non-ordinary course asset sales or dispositions by the Issuers or any restricted subsidiary in accordance with the Documentation Precedent to the extent any such proceeds are not otherwise applied in a manner consistent with the Documentation Precedent (and in no event less favorable than the Senior Facilities); *provided* that the amount of any net cash proceeds that would otherwise be subject to any asset sale offer requirements will be reduced to (i) 50% if, at the time of receipt of the net cash proceeds from any such asset sale or other disposition or at any time during the reinvestment period, after giving effect to such asset sale and the application of the proceeds thereof on a Pro Forma Basis, the Net First Lien Leverage Ratio is less than or equal to the First Mandatory Prepayment Stepdown Ratio but greater than the Second Mandatory Prepayment Stepdown Ratio and (ii) 0% if, at the time of receipt of the net cash proceeds from any such asset sale or other disposition or at any time during the reinvestment period, after giving effect to such asset sale and the application of the proceeds thereof on a Pro Forma Basis, the Net First Lien Leverage Ratio is less than or equal to the Second Mandatory Prepayment Stepdown Ratio (any net proceeds that are not required to be applied as a result of such leverage based stepdowns, the “*Below Threshold Asset Sale Proceeds*”).

Offer to Repurchase Upon a
Change of Control:

The Issuers will be required to make an offer to repurchase the Senior Secured Exchange Notes following the occurrence of a “change in control” (to be defined in a manner consistent with the Documentation Precedent) at a price in cash equal to 101% of the outstanding principal amount thereof, plus accrued and unpaid interest to, but not including, the date of repurchase.

Defeasance and Discharge
Provisions:

Customary for high yield debt securities consistent with the Documentation Precedent.

Modification:

Customary for high yield debt securities consistent with the Documentation Precedent.

Registration Rights:

None (Rule 144A for life).

Covenants:

Substantially the same as those in the Documentation Precedent for high yield debt securities (including in respect of baskets and carveouts to such covenants), subject to the provisions below; *provided*, that, such covenants shall in no event be more restrictive than the corresponding covenant in the Senior Facilities (including, without limitation, with respect to acquisitions, dispositions and restricted payments). For the avoidance of doubt, there shall be no financial maintenance covenants.

1. The provisions limiting indebtedness shall, in addition to

carveouts consistent with the Documentation Precedent:

- permit the incurrence of indebtedness by the Issuers and their restricted subsidiaries if either (1) the Fixed Charge Coverage Ratio on a Pro Forma Basis is not less than 2.00 to 1.00 or (2) the Net Total Leverage Ratio on a Pro Forma Basis is not greater than the Senior Secured Bridge Total Debt Incurrence Ratio Level (as defined in the Fee Letter);
 - provide for the incurrence of indebtedness pursuant to baskets consistent with the Documentation Precedent and include a general indebtedness basket of at least the Senior Secured Bridge Facility General Debt Cap (as defined in the Fee Letter); and
 - provide that the amount of indebtedness incurred under the “bank basket” will not exceed an amount equal to the sum of (i) the aggregate amount of the Senior Facilities on the Closing Date (including the Incremental Dollar Amount of the accordion provisions thereunder), plus a cushion equal to the Senior Secured Bridge Facility Bank Basket Cushion (as defined in the Fee Letter), plus (ii) such additional amount of indebtedness that may be incurred that would not cause the Net First Lien Leverage Ratio on a Pro Forma Basis to exceed the Senior Secured Bridge First Lien Incurrence Ratio Level (as defined in the Fee Letter) on the date of incurrence (or, in connection with an acquisition, investment or new project, would not cause the Net First Lien Leverage Ratio to be worse on a Pro Forma Basis than the Net First Lien Leverage Ratio in effect immediately prior to such acquisition, investment or new project (and, for such purposes of the calculation in this proviso, disregarding an aggregate outstanding principal amount of funded debt not to exceed the Senior Secured Bridge Acquisition Disregarded Amount (as defined in the Fee Letter)) (it being understood that any indebtedness incurred under this clause (ii) shall be included in the calculation of the Net First Lien Leverage Ratio for such purpose).
2. The provisions limiting liens shall provide for customary permitted liens consistent with the Documentation Precedent and include (i) a general permitted liens basket of at least the Senior Secured Bridge Facility General Lien Cap (as defined in the Fee Letter), (ii) the ability to incur liens, including pari passu liens on the Collateral to the extent that the Net First Lien Leverage Ratio on a Pro Forma Basis is not greater than the Senior Secured Bridge First Lien Incurrence Ratio Level (as defined in the Fee Letter) (or, in connection with an acquisition, investment or new project, would not cause the Net First Lien Leverage Ratio to be worse on a Pro Forma Basis than the Net First Lien Leverage Ratio in effect

immediately prior to such acquisition, investment or new project (and, for such purposes of the calculation in this proviso, disregarding an aggregate outstanding principal amount of funded debt not to exceed the Senior Secured Bridge Acquisition Disregarded Amount (as defined in the Fee Letter)), (iii) the ability to incur junior liens on the Collateral, subject to an intercreditor agreement consistent with the Documentation Precedent and (iv) the ability to incur liens on assets of non-Note Guarantor subsidiaries so long as such liens secure obligations of non-Note Guarantor subsidiaries that are otherwise permitted.

3. The provisions limiting restricted payments shall provide (i) that the restricted payment “builder” will be based on 50% of Consolidated Net Income (to be defined in a manner consistent with the Documentation Precedent, but in any event if such Consolidated Net Income shall be less than zero, such amount shall be deemed to be zero) of the Issuers and their subsidiaries from the first day of the fiscal quarter in which the Closing Date occurs and include a “starter” basket equal to the Senior Secured Bridge Starter Basket Amount (as defined in the Fee Letter), (ii) for the making of other restricted payments and restricted investments pursuant to baskets consistent with the Documentation Precedent and (x) include a general restricted payment basket of the Senior Secured Bridge Facility General Restricted Payment Cap (as defined in the Fee Letter), (y) permit restricted payments so long as the Net Total Leverage Ratio on a Pro Forma Basis is not greater than the Senior Secured Bridge Facility Restricted Payment Ratio Level (as defined in the Fee Letter) and (z) permit investments so long as either (i) the Net Total Leverage Ratio on a Pro Forma Basis is not greater than the Senior Secured Bridge Investment Ratio Level (as defined in the Fee Letter) or (ii) the Net Total Leverage Ratio is no worse on a Pro Forma Basis for such investment than such ratio in effect immediately prior to such investment and (iii) the amount of the restricted payment “builder” will be increased by an amount equal to the amount of any net cash proceeds from an asset sale that are either Below Threshold Asset Sale Proceeds or are declined by any holder of Senior Secured Exchange Notes in connection with any asset sale offer for the Senior Secured Exchange Notes.

Events of Default:

Customary for high yield debt securities and consistent with the Documentation Precedent.

Project Golf
\$1,225 million Senior Secured Term Facility
\$500 million (equivalent) Senior Secured Revolving Facility
\$1,000 million (equivalent) Senior Secured Bridge Facility
Conditions Precedent to Initial Borrowings⁵

The initial borrowing under each of the Facilities shall be subject to the following additional conditions precedent (which shall be satisfied or waived prior to or substantially simultaneously or substantially concurrent with the other Transactions):

1. A certificate from ABC Technologies or Bidco confirming that: (a) in the case of a Scheme, the Scheme Effective Date (as defined in the Interim Facilities Agreement) has occurred and (b) in the case of an Offer, the Offer Unconditional Date (as defined in the Interim Facilities Agreement) has occurred.

2. All fees required to be paid on the Closing Date in respect of the Facilities pursuant to the Commitment Letter and the Fee Letter and reasonable and documented out-of-pocket expenses required to be paid on the Closing Date pursuant to the Commitment Letter with respect to expenses, to the extent invoiced at least three business days prior to the Closing Date, shall, upon the initial borrowing under the Facilities, have been paid (which amounts may be offset against the proceeds of the applicable Facility on the Closing Date).

3. No Major Default (as defined in Annex D-1) shall have occurred and be continuing.

4. Solely with respect to the relevant Initial Lender's participation in the borrowing occurring on the Closing Date, it is not illegal or unlawful after the date of this Commitment Letter in any applicable jurisdiction for such Initial Lender to participate in such borrowing on the Closing Date (provided that this shall not affect the obligations of any other Initial Lender).

⁵ All capitalized terms used but not defined herein shall have the meanings assigned thereto in the Commitment Letter to which this Exhibit D is attached or in the other Exhibits thereto.

“Major Default” means the following defaults and/or events of default with respect to the Original Obligors: nonpayment of principal, interest or other amounts (excluding non-payment of indemnity, costs and expenses, but including non-payment of arrangement fees due under the Fee Letter); violation of Major Undertakings; incorrectness of Major Representations in any material respect; bankruptcy and similar events; material monetary judgment defaults; invalidity of guarantees or security documents in each case representing a material portion of the guarantees or the collateral; and change of control.

“Major Representation” means a representation given by an Original Obligor with respect to that Original Obligor (only) in the definitive documentation with respect to the Facilities relating to: incorporation, corporate power and authority to enter into the definitive documentation relating to the Facilities, due authorization and execution of the definitive documentation relating to the Facilities, no conflict with such Original Obligor’s organizational documents with respect to the definitive documentation relating to the Facilities, delivery and enforceability of such financing documentation, Federal Reserve margin regulations, the Investment Company Act, PATRIOT Act, the creation, validity and perfection of the security interest granted in the intended Collateral to be perfected (except as provided above), and, with respect to the use of proceeds of the Facilities, laws against sanctioned persons.

“Major Undertaking” means paragraphs 1, 2, 3, 4, 5, 6, and 10 under “Negative Covenants” under Exhibit B and the affirmative covenant with respect to maintenance of a corporate existence, in each case, to the extent applicable to the Original Obligors.

Notwithstanding anything to the contrary, there will be no conditions precedent or conditions to drawing directly or indirectly relating to any person other than the Original Obligors (other than procurement obligations with respect to Bidco). For the avoidance of doubt, no procurement obligation or any other matter or circumstance in respect of, or breach by, the Target shall relate to an Original Obligor for purposes of any Major Default, Major Representation or Major Undertaking other than those representations, warranties and covenants relating to the conduct of the Offer or Scheme as contemplated by the Definitive Documentation provision herein.