

EXECUTION VERSION

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

**SANTANDER US CAPITAL
MARKETS LLC**
437 Madison Avenue New
York, NY 10022

TD SECURITIES (USA) LLC
1 Vanderbilt Avenue
New York, New York 10017

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

**CIBC WORLD
MARKETS CORP.**
300 Madison Avenue
New York, NY 10021

**DEUTSCHE BANK
SECURITIES INC.**
1 Columbus Circle
New York, NY 10019

**SCOTIA CAPITAL
(USA) INC.**
250 Vesey Street
New York, NY 10281

**NATWEST MARKETS PLC
NATWEST MARKETS SECURITIES INC.**
250 Bishopsgate
London, EC2M 4AA,
United Kingdom

MIZUHO SECURITIES USA LLC
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
Fee Credit Letter

Ladies and Gentlemen:

Reference is made to (a) the commitment letter, dated the date hereof (including the exhibits and other attachments thereto, the "**Commitment Letter**"), among us and/or certain of our affiliates and you, (b) the fee letter, dated the date hereof (the "**Fee Letter**"), among us and/or certain of our affiliates and you and (c) the engagement letter, dated the date hereof (the "**Engagement Letter**"), among us and/or certain of our affiliates and you. Terms used but not defined in this fee credit letter (this "**Fee Credit Letter**") shall have the meanings assigned thereto in the Commitment Letter (including the attachments thereto), the Fee Letter or the Engagement Letter, as applicable.

Each Investment Bank (as defined in the Engagement Letter) hereby confirms that you have requested (and we have agreed) that:

1. If you consummate the Transactions with any Senior Secured Bridge Loans and in connection therewith have paid the Senior Secured Bridge Takedown Fee, then you will be entitled to

credits of a percentage of the Senior Secured Bridge Takedown Fee payable to the Initial Lenders in respect of the Senior Secured Bridge Facility set forth in the table below with respect to any fees payable pursuant to Section 6(a) of the Engagement Letter to the Investment Banks (it being understood that you will be able to share all or part of the Senior Secured Bridge Takedown Fee with your affiliates at your sole discretion); *provided* that any Senior Secured Bridge Loans have been repaid from the proceeds of an Offering in which the Investment Banks participated within the time periods set forth below, for the periods after the Closing Date as follows (it being understood that such credit shall only include that portion of the Senior Secured Bridge Takedown Fee attributable to the Senior Secured Bridge Loans so prepaid, and such credit shall be applied among the Investment Banks pro rata based upon the fees owing to such Investment Banks pursuant to Section 6(a) of the Engagement Letter):

Time Period After Closing Date	Percentage of Senior Secured Bridge Takedown Fee To Be Credited
0 – 90 days	75%
91 – 180 days	50%
181 – 270 days	25%
271 days and thereafter	0%

2. If any Senior Secured Bridge Loans have been converted into Senior Secured Term Loans and in connection therewith you have paid the Senior Secured Bridge Conversion Fee, then you will be entitled to credits of a percentage of the Senior Secured Bridge Conversion Fee payable to the Initial Lenders in respect of the Senior Secured Bridge Facility set forth in the table below with respect to any fees payable pursuant to Section 6(a) of the Engagement Letter to the Investment Banks (it being understood that you will be able to share all or part of the Senior Secured Bridge Conversion Fee with your affiliates at your sole discretion); *provided* that any Senior Secured Term Loans or Senior Secured Exchange Notes have been repaid from the proceeds of an Offering in which the Investment Banks participated within the time periods set forth below, for the periods after the Conversion Date as follows (it being understood that such credit shall only include that portion of the Senior Secured Bridge Conversion Fee attributable to the Senior Secured Term Loans or Senior Secured Exchange Notes so prepaid, and such credit shall be applied among the Investment Banks pro rata based upon the fees owing to such Investment Banks pursuant to Section 6(a) of the Engagement Letter):

Time Period After Conversion Date	Percentage of Senior Secured Bridge Conversion Fee To Be Credited
0 – 90 days	75%
91 – 180 days	50%
181 – 270 days	25%
271 days and thereafter	0%

In no event shall the amount of any credit from any Investment Bank pursuant to this Fee Credit Letter exceed the amount of fees such Investment Bank would otherwise be entitled to receive pursuant to Section 6(a) of the Engagement Letter in connection with the relevant Offering. No Investment Bank shall be responsible for the fee credit of any other Investment Bank. The provisions of this Fee Credit Letter shall survive the expiration or termination of the Commitment Letter and the funding of the Facilities.

In addition, we hereby confirm that you have requested, and we have agreed, that (a) if you consummate the Transactions with any Senior Secured Bridge Loans and in connection therewith have paid the Senior Secured Bridge Takedown Fee, then, to the extent any Senior Secured Bridge Loans are repaid within a period after the Closing Date to be agreed with the proceeds of commercial bank or credit facilities underwritten and arranged by us or our affiliates (any such facilities, “*Other Arranger Facilities*”) together with the proceeds, if any, of any Offerings pursuant to the Engagement Letter, or (b) if any Senior Secured Bridge Loans have been converted into Senior Secured Term Loans and in connection therewith you have paid a Senior Secured Bridge Conversion Fee, then, to the extent any Senior Secured Term Loans or Senior Secured Exchange Notes are repaid within a period after the Conversion Date to be agreed with the proceeds of Other Arranger Facilities together with the proceeds, if any, of any Offerings pursuant to the Engagement Letter, in any such case, you will be entitled to credits with respect to any fee payable to us or our affiliates for the underwriting and arrangement of such Other Arranger Facilities pursuant to a credit schedule relating to a percentage of the Senior Secured Bridge Takedown Fee or the Senior Secured Bridge Conversion Fee, as applicable, to be agreed by you and us or our affiliates (it being understood that such credits shall be based on that portion of the Senior Secured Bridge Loans, Senior Secured Term Loans and/or Senior Secured Exchange Notes so prepaid).

This Fee Credit 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 Fee Credit Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Fee Credit Letter. The words “execution,” “signed,” “signature” and words of like import in this Fee Credit Letter relating to the execution and delivery of this Fee Credit 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.

This Fee Credit Letter and its contents are subject to the indemnification, governing law, jurisdiction and confidentiality provisions of the Engagement Letter, and you agree that you will not disclose this letter agreement except in accordance with the Engagement Letter as if this was the letter agreement referred to therein.

[Remainder of this page intentionally left blank]

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Credit Letter shall become a binding agreement among us.

Very truly yours,

CITIGROUP GLOBAL MARKETS INC.

By: _____

Name: _____

Title: _____

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Credit Letter shall become a binding agreement among us.

Very truly yours,

SANTANDER US CAPITAL MARKETS LLC

By: 
Name: 
Title: 

By: 
Name: 
Title: 

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Credit Letter shall become a binding agreement among us.

Very truly yours,

TD SECURITIES (USA) LLC

By: 

Name: 
Title: 

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Credit Letter shall become a binding agreement among us.

Very truly yours,

BANK OF MONTREAL

By:  _____

Name: 

Title: 

BMO CAPITAL MARKETS CORP.

By:  _____

Name: 

Title: 

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Credit Letter shall become a binding agreement among us.

Very truly yours,

CIBC WORLD MARKETS CORP.

By: 
Name: 
Title: 

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Credit Letter shall become a binding agreement among us.

Very truly yours,

DEUTSCHE BANK SECURITIES INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Credit Letter shall become a binding agreement among us.

Very truly yours,

Scotia Capital (USA) Inc.

By: _____

Name: _____

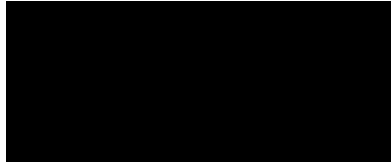
Title: _____

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Credit Letter shall become a binding agreement among us.

Very truly yours,

NATWEST MARKETS SECURITIES INC.

By:



Name: 

Title: 

NATWEST MARKETS PLC

By:



Name: 

Title: 

MIZUHO SECURITIES USA LLC

By: _____

Name: _____

Title: _____

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

ABC TECHNOLOGIES ACQUISITIONS LIMITED

By: 

Name: 

Title: 