

OAKTREE OPPORTUNITIES FUND XI HOLDINGS (CAYMAN), L.P.

29 November 2024

ABC Technologies Inc.  
2 Norelco Drive  
Toronto, ON M92L 2X6  
Canada

Ladies and Gentlemen:

1. Reference is made to that certain Project Golf Commitment Letter, dated on or around the date hereof (as may be amended, restated, supplemented or otherwise modified, the “Debt Commitment Letter”), by and among ABC Technologies Acquisitions Limited (“Bidco”), a newly-formed wholly-owned subsidiary of ABC Technologies Inc. (the “Company”) and (i) Citigroup Global Markets Inc., (ii) Banco Santander, S.A., New York Branch, (iii) TD Securities (USA) LLC and The Toronto-Dominion Bank, (iv) Bank of Montreal and BMO Capital Markets Corp., (v) Canadian Imperial Bank of Commerce and CIBC World Markets Corp. (vi) Deutsche Bank AG New York Branch, Deutsche Bank AG Cayman Islands Branch and Deutsche Bank Securities Inc., (vii) The Bank of Nova Scotia, (viii) Natwest Markets Plc and National Westminster Bank Plc, and (ix) Mizuho Bank, Ltd. (the “Financial Institutions”), which sets forth the commitments of the Financial Institutions to provide the Facilities subject to the terms and conditions contained therein, as well as the related Interim Facilities provided pursuant to an Interim Facilities Agreement entered into by, *inter alios*, the Financial Institutions and Bidco concurrently with the Debt Commitment Letter (the Facilities and the Interim Facilities being the “Debt Financing” and the Debt Commitment Letter and the Interim Facilities Agreement being the “Financing Documents”). Except as otherwise specified herein, each capitalized term used in this letter agreement and not defined herein shall have the meaning ascribed to such term in the Debt Commitment Letter.
2. On the terms and subject to the conditions of this letter agreement, Oaktree Opportunities Fund XI Holdings (Cayman), L.P. (the “Equity Investor”) hereby commits to purchase, or will cause one or more of its affiliates to purchase, in cash, directly or indirectly, the equity interests of Company, immediately prior to the Closing Date or the Interim Closing Date (as applicable), such that the aggregate purchase price for all such equity interests purchased by the Equity Investor shall equal an aggregate cash purchase price of \$235,220,160.40 (such amount, the “Commitment”) on the terms set forth in the Transaction Description of the Debt Commitment Letter. The Equity Investor’s obligation to fund the Commitment in cash and consummate the equity investment are subject solely to the satisfaction, or waiver by the Initial Lenders, in each case pursuant to Section 6 of the Debt Commitment Letter, of (x) the Limited Conditions (in the case of the closing and funding of the initial borrowings under the Facilities) or (y) the conditions set forth in the Interim Facilities Agreement (in the case of the initial funding of the Interim Facilities), as applicable. The Commitment shall be used solely as will be required, together with the proceeds of the Facilities or the Interim Facilities, as applicable, to fund Bidco in order to consummate the Transactions in accordance with the terms and subject to the conditions set forth herein and in the Financing Documents and not for any other purpose whatsoever.
3. Notwithstanding anything in this letter agreement to the contrary, in no event will the Equity Investor (together with its assigns) be under any obligation under any circumstances pursuant to this letter agreement to provide an aggregate amount of funds of more than its Commitment to the Company or any other person (and in no event will the Equity Investor (together with their respective assigns), in the

aggregate, be under any obligation under any circumstances pursuant to this letter agreement to provide an aggregate amount of funds of more than the amount of the Commitment to the Company or any other person). The Equity Investor hereby represents and warrants to the Company that, as of the date hereof, it has, and at the time of consummation of the Transactions (but at all times to be no later than the first Business Day falling at least five (5) Business Days after the date falling twelve (12) months after the date of the Announcement) will have, sufficient cash, available lines of credit, capital commitments or other sources of available funds to fulfill its Commitment in accordance with the terms and subject to the conditions set forth herein.

4. This letter agreement is being provided to the Company solely in connection with the Financing Documents and the transactions contemplated thereby. Each party hereto (and any other person who shall receive a copy hereof as permitted pursuant hereto) shall keep strictly confidential this letter agreement and all information obtained by it with respect to the other parties hereto in connection with this letter agreement, and will use such information solely in connection with the transactions contemplated hereby. Notwithstanding the foregoing, any party hereto and its Representatives (as defined below) may disclose this letter agreement and its terms and conditions (i) to any of such party's affiliates and its and their respective affiliates' controlling persons, general or limited partners, officers, directors, employees, investment professionals, managers, equity holders, stockholders, members, agents, assignees, financing sources or other representatives of any of the foregoing (all of the foregoing, collectively, "Representatives"), (ii) if required by applicable law or by any court order or by a recognized stock exchange, governmental department or agency or other governmental authority ("Agencies") and (iii) to the Financial Institutions and their Representatives; provided, that notwithstanding anything herein to the contrary, the Financial Institutions may disclose all non-public information received by or on behalf of the Financial Institutions and their affiliates in connection with this letter agreement and the transactions contemplated hereby (including the terms and substance of this letter agreement) to the same extent, and subject to the same restrictions, that such Financial Institutions may disclose the Debt Commitment Letter and other non-public information received by or on behalf of such Financial Institutions and their affiliates in connection with Financing Documents and the transactions contemplated thereby pursuant to Section 3 of the Debt Commitment Letter and the second and third paragraphs of Section 12 of the Debt Commitment Letter; provided, further, that the Financial Institutions may disclose this letter agreement and the contents hereof in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this letter agreement or the transactions contemplated hereby or thereby or enforcement hereof and thereof. For the avoidance of doubt, the Company and/or its affiliates may include a description of the terms and conditions of this letter agreement, in any proxy statement or any other document required to be filed by the Company and/or its affiliates with the SEC or any other Agency in connection with the Financing Documents or the Transactions. Except as set forth herein, this letter agreement may not be used, circulated, quoted or otherwise referred to in any document, except with the written consent of the Equity Investor.
5. Notwithstanding anything that may be expressed or implied in this letter agreement, the Debt Commitment Letter, the Interim Facilities Agreement or any other document or instrument delivered in connection herewith or therewith, the Company, by its acceptance of the benefits hereof, and the Financial Institutions, each in their capacity as a third party beneficiary of the Commitment and rights of the Company and obligations of the Equity Investor hereunder (in each case solely as and to the extent specified in), and on the terms and subject to the conditions of Section 6 hereof, each unconditionally and irrevocably covenants, agrees and acknowledges that no person other than the Equity Investor shall have any obligation or liability hereunder (subject to the terms and conditions set forth herein), and that notwithstanding that the Equity Investor is a partnership, limited partnership or limited liability company, (i) no right or remedy, recourse or recovery (whether at law or equity or in tort, contract or otherwise) hereunder, under the Financing Documents or under any documents or instruments delivered in connection herewith or therewith or in connection with the transactions contemplated hereby or thereby

(or the termination or abandonment thereof) or otherwise, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, shall be had against any former, current or future direct or indirect equity holder, controlling person, general or limited partner, officer, director, employee, investment professional, manager, stockholder, member, agent, affiliate, assignee, financing source or Representative of any of the foregoing or any of their respective successors or assigns (other than the Company, Bidco and any obligor, borrower or loan party under the Financing Documents and subject to the terms and conditions set forth therein) (any such person, a “Related Party”) of the Equity Investor or any Related Party of any such Related Party (excluding, for the avoidance of doubt, the Equity Investor) (including, without limitation, any liabilities or obligations arising under, or in connection with, this letter agreement, the Financing Documents or any other document or instrument delivered in connection herewith or therewith or the transactions contemplated hereby or thereby (or the termination or abandonment thereof) or otherwise, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, or in respect of any claim (whether at law or equity or in tort, contract or otherwise), including in the event the Company breaches (whether willfully, intentionally, unintentionally or otherwise) its obligations under this letter agreement, the Financing Documents or any other document or instrument delivered in connection herewith or therewith or in connection with the transactions contemplated hereby or thereby (or the termination or abandonment thereof), whether or not any such breach is caused by the Equity Investor’s breach (whether willfully, intentionally, unintentionally or otherwise) of its obligations under this letter agreement), whether, in each case, by or through piercing of the corporate, limited liability company or limited partnership veil or similar action, by or through a claim by or on behalf of the Equity Investor against any Related Party of the Equity Investor or any of its successors or permitted assigns, or any Related Party of such Related Party (excluding, for the avoidance of doubt, the Equity Investor), whether by the enforcement of any judgment or assessment or by any legal or equitable proceedings, or by virtue of any statute, regulation or other applicable law or otherwise, (ii) it is expressly agreed and acknowledged that no liability (personal or otherwise) or obligation whatsoever shall attach to, be imposed on, or otherwise be incurred by any Related Party of the Equity Investor or any Related Party of such Related Party (excluding, for the avoidance of doubt, the Equity Investor) for any liabilities or obligations of the Equity Investor or any of their respective successors or permitted assigns under this letter agreement, the Financing Documents or any documents or instruments delivered in connection herewith or therewith or in connection with the transactions contemplated hereby or thereby (or the termination or abandonment thereof) or otherwise, in respect of any oral representation made or alleged to have been made in connection herewith or therewith or for any claim (whether at law or equity or in tort, contract or otherwise) based on, in respect of, in connection with, or by reason of such obligations or their creation, and each party hereto hereby irrevocably and unconditionally waives and irrevocably and unconditionally releases all claims (whether arising under equity, contract, tort or otherwise) against such persons for any such liability or obligation and (iii) none of the Company or any of its affiliates or its or their respective Representatives shall have any right of remedy, recourse or recovery (whether at law or equity or in tort, contract or otherwise) against the Equity Investor or otherwise, whether by piercing of the corporate, limited liability company or limited partnership veil or similar action, by a claim (whether at law or equity or in tort, contract or otherwise), whether by the enforcement of any judgment or assessment or by any legal or equitable proceedings, or by virtue of any applicable law or otherwise, against the Equity Investor or otherwise, except for (x) the Company’s right to receive the Commitment, as applicable and without duplication, solely to the extent provided in this letter agreement and on the terms and subject to the conditions hereof and (y) each Financial Institution’s right to enforce this letter agreement as a third party beneficiary in respect of the Commitment solely as and to the extent specified in, and on the terms and subject to the conditions of, Section 6 hereof.

6. The parties hereto hereby agree that their respective agreements and obligations set forth herein are solely for the benefit of each other party hereto and its respective successors and permitted assigns, in accordance with and subject to the terms of this letter agreement, and that this letter agreement is not intended to, and does not, confer upon any person (including, without limitation, any Financial Institution and all of the

respective Representatives of any of the foregoing) other than the parties hereto and their respective successors and permitted assigns, any benefits, rights or remedies under or by reason of, or any rights to enforce or cause the Company to enforce, the obligations set forth herein; provided, that the Equity Investor agrees that each Financial Institution has relied on this letter agreement and the Equity Investor's obligation hereunder in entering into the Financing Documents and that the Financial Institutions may rely upon this letter agreement as an express third party beneficiary (and for clarification purposes, it is understood and agreed that the Company shall not be required to have made a demand on the Equity Investor as a condition precedent to the Financial Institutions enforcing their rights as an express third-party beneficiary hereof) for the sole purpose of being entitled to specifically enforce, to the fullest extent permitted under this letter agreement and at law, the obligations of the Equity Investor to fund the Commitment pursuant to and in accordance with Section 2 of this letter agreement in the event that the Equity Investor fails to fund all or any portion of the Commitment in accordance with the terms and conditions of this letter agreement; provided, further, that each Related Party of the Equity Investor and any Related Party of such Related Party (excluding, for the avoidance of doubt, the Equity investor) may rely upon Section 5 of this letter agreement as a third party beneficiary. The Equity Investor accordingly agrees not to oppose the granting of an injunction, specific performance or other equitable relief pursuant to the preceding sentence on the basis that (x) any person who is a third party beneficiary pursuant to the preceding sentence has an adequate remedy at law or (y) an award of specific performance is not an appropriate remedy for any reason at law or equity and further agrees that no person who is a third party beneficiary pursuant to the preceding sentence shall be required to post a bond or undertaking in connection with such order or injunction. This letter agreement may not be amended, restated, supplemented or otherwise modified, and no provision hereof waived or modified, except by an instrument in writing signed by the Company and the Equity Investor; provided, however, that any amendment or modification shall require the prior written consent of the Majority Interim Lenders (as defined in the Interim Facilities Agreement); provided, that none of the following shall require prior consent of the Majority Interim Lenders: (i) any amendment or modification that reallocates the Commitment solely among any affiliate of the Equity Investor (with no impact on the Commitment), (ii) any amendment or modification that reallocates Commitment under this letter agreement and the commitments under any other substantially similar equity commitment letter entered into concurrently herewith (with no impact on the such aggregate commitments and provided that any such equity commitment letter includes provisions such that the Financial Institutions have third party beneficiary enforcement rights no less favorable than the enforcement rights granted to the Financial Institutions hereunder) or (iii) any amendment or modification to align or conform to the terms of the Financing Documents as in effect from time to time.

7. This letter agreement and the Equity Investor's obligation to fund all or any portion of the Commitment will automatically terminate and cease to be of any further force or effect without the need for any further action by any person (at which time the obligations of the Equity Investor hereunder shall be immediately discharged in full) upon the earlier of (i) the termination of the Debt Commitment Letter in accordance with Section 15 of the Debt Commitment Letter and (ii) the Commitment being funded in full and the completion of the Acquisition on the Closing Date. Immediately upon termination of this letter agreement and without the need for any further action by any person, neither the Equity Investor nor any Related Party of the Equity Investor nor any Related Party of a Related Party shall have any further obligation or liability hereunder.
8. The Company shall indemnify and hold harmless the Equity Investor and its respective affiliates from and against any and all out-of-pocket losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with the Equity Investor's or their affiliates' direct or indirect ownership of equity of the Company or its successors; provided, that the Equity Investor or any affiliate thereof shall be entitled to any indemnification pursuant to this letter agreement with respect to any investment losses or other liabilities that may be incurred by the Equity Investor or its affiliates solely in their capacity as an investor

(directly or indirectly) in the Company and its affiliates. Notwithstanding anything to the contrary in this letter agreement, the Financing Documents or any other or any document or instrument delivered in connection herewith or therewith or in connection with the transactions contemplated hereby or thereby (including the termination or abandonment thereof), this Section 8 shall survive the termination of the Debt Commitment Letter indefinitely and shall be binding, jointly and severally, on all successors, assigns, heirs or representatives of the Company and its respective affiliates.

9. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY DISPUTE ARISING OUT OF OR RELATING TO THE FINANCING OR THE DEBT COMMITMENT LETTER OR THE PERFORMANCE OF SERVICES THEREUNDER OR RELATED THERETO).
10. This letter agreement, and all claims or causes of action (whether at law, in contract or in tort or otherwise) that may be based upon, arise out of or relate to this letter agreement or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each of the parties hereto irrevocably agrees that any proceeding with respect to this letter agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this letter agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, solely in the case that the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) (the “Chosen Courts”). Each of the parties hereto hereby irrevocably submits with regard to any such proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the Chosen Courts and agrees that it will not bring any action relating to this letter agreement or any of the transactions contemplated by this letter agreement in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any proceeding with respect to this letter agreement, (A) any claim that it is not personally subject to the jurisdiction of the Chosen Courts, (B) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (C) to the fullest extent permitted by applicable law, any claim that (1) the proceeding in such court is brought in an inconvenient forum, (2) the venue of such proceeding is improper or (3) this letter agreement, or the subject matter hereof, may not be enforced in or by such courts. To the fullest extent permitted by applicable law, each of the parties hereto hereby consents to the service of process in accordance with Section 10 of the Debt Commitment Letter; provided, that (i) nothing herein shall affect the right of any party to serve legal process in any other manner permitted by law and (ii) each such party’s consent to jurisdiction and service contained in this Section 10 is solely for the purpose referred to in this Section 10 and shall not be deemed to be a general submission to said courts or in the State of Delaware other than for such purpose.
11. Except as expressly contemplated herein, this letter agreement and the Equity Investor’s commitment hereunder shall not be assignable to any other person without the prior written consent of the other parties hereto and the Majority Interim Lenders. Any attempted assignment without such consent shall be null and void and of no force and effect. This letter agreement may be executed (including by facsimile transmission, “.pdf,” or other electronic transmission) in one or more counterparts, and by the different parties to this letter agreement in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and shall

become effective when one or more counterparts have been signed by each of the parties to this letter agreement and delivered (including by facsimile transmission, “.pdf” or other electronic transmission) to the other parties to this letter agreement.

12. This letter agreement, together with the Financing Documents, constitute the entire agreement, and supersede and cancel all prior and contemporaneous agreements, understandings and statements, written or oral, among the undersigned or any of their respective affiliates or any other person, with respect to the subject matter hereof and thereof. Notwithstanding anything herein to the contrary, nothing herein shall affect, contravene or impair the rights, remedies and/or claims of, or operate as a waiver of any rights of, any Financial Institution, or their Representatives or affiliates, under the Financing Documents.

**OAKTREE OPPORTUNITIES FUND XI HOLDINGS (CAYMAN), L.P.**

By: Oaktree Fund GP 1A, Ltd.

Its: General Partner

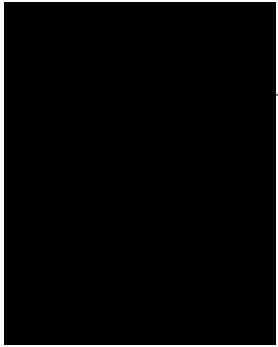
By: Oaktree Fund GP I, L.P.

Its: Director

By:

Name:

Title:



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By:

Name:

Title:

Accepted and Agreed

**ABC Technologies Inc.**

By:   
Name:   
Title: 