CONFIDENTIAL

PROJECT MARLIN

BRIDGE FACILITIES FEE LETTER

From:

HSBC Bank plc
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Canary Wharf
London, E14 5HQ

("HSBC")

Royal Bank of Canada
100 Bishopsgate
London EC2N 4AA

("RBC")

Barclays Bank PLC
1 Churchill Place
London E14 5HP

("Barclays" and, together with HSBC and RBC, "we" or "us")

To: OCS Group Holdings Limited ("you" or "Midco")
Second Floor
81 Gracechurch Street
London
EC3V 0AU

Attention: [redacted]

Copy to: CD&R LLP
Cleveland House
33 King Street
London
SW1Y 6RJ

Attention: [redacted]

17 July 2026

Dear Sirs:

Project Marlin – Bridge Facilities

We refer to the commitment letter dated 17 July 2026 (as amended and/ or amended and restated from time to time) from the Lead Arrangers, the Underwriters, the Senior Facility Agent and the Bridge Facility Agent (each as defined therein) to you (the "Commitment Letter") to which is attached a summary of the terms as Exhibits A – E thereto and Schedules thereto (together, the "Bridge Term Sheet") in relation to the Bridge Facility described therein.

Terms used but not defined in this letter (the "Bridge Fee Letter") have the meanings assigned thereto in the Commitment Letter or the Bridge Term Sheet unless the context indicates otherwise.

The arrangement, agency and other fees in respect of the Senior Term Loan Facility and the Revolving Facility shall be set out in the Senior Fee Letter.

We write to confirm the agreement reached between us on, among other things, fees payable by you in connection with the Bridge Facility.

Bridge Facility - Commitment, Funding and Conversion Fees

In relation to the Bridge Facility, you shall pay, or procure the payment of, the following fees to the Underwriters (or any of their affiliates designated by them in accordance with the terms of the Commitment Letter) in the same currency as the applicable Bridge Facility on the dates specified:

(a) **Bridge Commitment Fee**. A commitment fee (the "Bridge Commitment Fee") equal to 1.00% of the aggregate principal amount of the commitments with respect to the Bridge Facility immediately prior to the closing on the Closing Date (without giving effect to any reduction in the commitments resulting from the issuance of Notes or Securities on or prior to the closing on the Closing Date). The Bridge Commitment Fee shall be payable to the Underwriters on the Closing Date (pro rata based on their respective commitments with respect to the Bridge Facility under the Commitment Letter) and solely if the Closing Date occurs.

(b) **Bridge Funding Fee**. A fee (the "Bridge Funding Fee") payable to the Underwriters as compensation for the funding of their respective commitments relating to the Bridge Facility under the Commitment Letter (if and to the extent bridge term loans under the Bridge Facility (such bridge term loans, the "Bridge Loans") are so funded) equal to 1.25% of the aggregate principal amount of the Bridge Loans funded on the Closing Date. The Bridge Funding Fee shall be payable to the Underwriters upon the funding of the Bridge Loans on the Closing Date (pro rata based on their respective commitments with respect to the Bridge Facility under the Commitment Letter) and solely if the Closing Date occurs.

(c) **Bridge Conversion Fee**. (i) if and to the extent any Bridge Loans denominated in sterling ("GBP Bridge Loans") are made and remain outstanding on the date GBP Bridge Loans convert to sterling denominated Extended Loans under the Bridge Facility (the "GBP Conversion Date"), the Underwriters will receive on the GBP Conversion Date a fee equal to 1.25% of the aggregate principal amount of the commitments of the Underwriters in respect of such GBP Bridge Loans outstanding (and not being repaid) on the GBP Conversion Date, such fee to be paid to the Underwriters pro rata based on their respective commitments with respect to the sterling denominated Bridge Facility which are outstanding as at the GBP Conversion Date (the "GBP Conversion Fee") and (ii) if and to the extent any Bridge Loans denominated in euro ("EUR Bridge Loans") are made and remain outstanding on the date EUR Bridge Loans convert to euro denominated Extended Loans under the Bridge Facility (the "EUR Conversion Date" and, together with the GBP Conversion Date, the "Conversion Date"), the Underwriters will receive on the EUR Conversion Date a fee equal to 1.25% of the aggregate principal amount of the commitments of the Underwriters in respect of such EUR Bridge Loans outstanding (and not being repaid) on the EUR Conversion Date, such fee to be paid to the Underwriters pro rata based on their respective commitments with respect to the euro denominated Bridge Facility which are outstanding as at the EUR Conversion Date (the "EUR Conversion Fee" and, together with the GBP Conversion Fee, the "Conversion Fee").

(d) **Other Fees**. In addition, the Security Agent, the Bridge Facility Agent, the Lead Arrangers and Underwriters and the other finance parties shall be paid any other fees specified in the Bridge Facility Agreement and this Bridge Fee Letter. All fees payable under the Bridge Fee Letter shall be in addition to any reimbursement of all reasonable and documented out-of-pocket expenses of the Lead Arrangers and Underwriters to the extent provided in the Mandate Documents.

Bridge Facility - Fee Credits

If the Bridge Loans are repaid in part or in whole with the proceeds from a sale of the Securities within the periods set forth below and the Lead Arrangers (i) act in the roles specified in the Engagement Letter, (ii) are paid the applicable Underwriting Fee (as defined in the Engagement Letter) in an amount equal to what is provided for pursuant to the Engagement Letter and (iii) have been fully reimbursed for their expenses incurred in connection therewith on the terms set forth in the Engagement Letter, then a portion of the Bridge Funding Fee will be credited against payment of such Underwriting Fee. The amount of such credit shall equal the credit percentage (as set forth in the table below) multiplied by the amount of the Bridge Funding Fee paid on that portion of the Bridge Loans being repaid (excluding, for the avoidance of doubt, any Bridge Loans being repaid with Securities subject to Preferential Allocation).

Repayment Date of the Bridge Loans	Credit Percentage
On or prior to 45 days following the Closing Date	100%
After 45 days, but on or prior to 90 days, following the Closing Date	75%
After 90 days, but on or prior to 180 days, following the Closing Date	50%
After 180 days, but on or prior to 270 days, following the Closing Date	25%
Thereafter	0%

If the Exchange Notes or Extended Loans are repaid in part or in whole with the proceeds of a sale of the Securities within the periods set forth below and the Lead Arrangers (i) act in the roles specified in the Engagement Letter, (ii) are paid the applicable Underwriting Fee in an amount equal to what is provided for pursuant to the Engagement Letter and (iii) have been fully reimbursed for their expenses incurred in connection therewith on the terms set forth in the Engagement Letter, then a portion of the Bridge Conversion Fee will be credited against payment of such Underwriting Fee. The amount of such credit shall equal the credit percentage (as set forth in the chart below) multiplied by the amount of the Bridge Conversion Fee paid to the relevant Lead Arranger on the portion of the Exchange Notes or Extended Loans being repaid (excluding, for the avoidance of doubt, any Exchange Notes or Extended Loans being repaid with Securities subject to Preferential Allocation).

Repayment Date of Exchange Notes or Extended Loans	Credit Percentage
On or prior to 45 days following the Conversion Date	100%
After 45 days, but on or prior to 90 days, following the Conversion Date	75%
After 90 days, but on or prior to 180 days, following the Conversion Date	50%
After 180 days, but on or prior to 270 days, following the Conversion Date	25%
Thereafter	0%

Bridge Fees – General Provisions

The fees set forth in this Bridge Fee Letter are referred to herein collectively as the "Bridge Fees." Once paid, the Bridge Fees shall be non-refundable under any and all circumstances, except that they may be credited as set forth under 'Bridge Facility - Fee Credits' above.

The above fees are, unless stated otherwise herein:

(i) payable only if the Closing Date shall occur and then only on the dates specified above;

(ii) payable in cash in sterling or euro (as applicable) in immediately available funds to the Underwriters or, as the case may be, to such account(s) as shall be notified to you; and

(iii) unless otherwise stated herein, once paid, are non-refundable and not creditable against any other fee payable hereunder.

For the purposes of calculating the amount of Bridge Funding Fee and/or Bridge Conversion Fee to be credited against payment of any Underwriting Fee, any conversion of sterling amounts into euro amounts and vice versa shall be made using the GBP/EUR spot rate of exchange of the Bridge Facility Agent on the Closing Date.

Taxes and Other Deductions

The provisions of the paragraph headed "Taxes and Other Deductions" of the Commitment Letter shall apply to this Bridge Fee letter as if set out in full in this letter, mutatis mutandis.

Securities Demand

You agree to engage one or more investment banks reasonably satisfactory to us (the "Investment Banks") to publicly sell or privately place the Notes (as defined in the Engagement Letter) or other senior secured debt securities ("Securities") to replace the proposed Bridge Loans or to refinance the Bridge Loans, in each case, in whole or in part, issued by the Issuer (it being understood and agreed that the Investment Banks engaged on the date hereof are satisfactory to us). You also agree that you will commence, reasonably promptly after the date hereof, preparation of a preliminary offering memorandum or private placement memorandum suitable for use in a customary "high yield road show" relating to the offering of Notes (the "Offering Document") (it being understood that in no event shall such Offering Document be required to be delivered to the Lead Arrangers prior to the date that is 10 consecutive business days prior to the Closing Date (or such shorter period ending upon the issuance of the Notes or otherwise reasonably acceptable to the Lead Arrangers). Further, you hereby agree that if, at any time (but not more than two times) on or after the date that is five days prior to the Closing Date and prior to the date that is 12 months after the date the Bridge Loans are first made (and, for such period falling on or after the Closing Date, in the event that any Bridge Loans are made and remain outstanding), Lead Arrangers who hold (or whose affiliates hold) a majority of the aggregate principal amount of outstanding financing commitments in respect of the Bridge Loans as of the date hereof (the "Requisite Bridge Arrangers"), make a proposal (a "Securities Demand") to you, after completion of one customary "roadshow" (*provided* that you will be given a period of not less than 15 business days to participate and assist in such "roadshow" upon the reasonable request of the Investment Banks and provided that your failure to do so will not prevent the Requisite Bridge Arrangers from delivering a Securities Demand), whether occurring after or prior to the Closing Date, for the Investment Banks' offering of Securities of the Issuer (as defined in Exhibit A hereto) on the terms and conditions hereinafter provided (an "Offering"), you will accept such proposal; *provided that*, notwithstanding the Requisite Bridge Arrangers' right to make a Senior Secured Notes Securities Demand, it is agreed that any such Securities Demand and Offering shall be at all times conducted in compliance with the Takeover Code and other applicable law and the requirements of the Takeover Panel.

It is understood and agreed that:

(a) on or after the Closing Date, or following a Demand Failure Event (except as contemplated by the immediately following paragraph), such Securities may be sold to any investors (including the Lead Arrangers and prospective lenders under the Bridge Facility (including participants therein) or any affiliates of the foregoing), subject to compliance with applicable securities laws;

(b) the aggregate amount of proceeds from Securities issued pursuant to this paragraph shall not be less than £300 million (or its equivalent in euro for Securities denominated in euro) or, if less and Bridge Loans have been made (including in the event of a partial utilization of the Bridge Facility), not less than all of the principal and other amounts then outstanding under the Bridge Loans;

(c) the guarantee and collateral structure shall be consistent with that provided under the Bridge Facility in effect at the time of such request (or, if applicable on or prior to the Closing Date, set forth in the Bridge Term Sheet at such time);

(d)(i) the aggregate weighted average total effective yield (excluding, for the avoidance of doubt, fees paid to the Investment Banks but including the effect of issuance with original issue discount borne by the Issuer) of all Bridge Loans denominated in sterling (which shall be deemed to be bearing interest equal to the applicable Total Cap (as defined below) for purposes of this clause (d)(i)), Extended Loans denominated in sterling, Exchange Notes denominated in sterling, Notes denominated in sterling and

Securities denominated in sterling issued pursuant to this paragraph shall not exceed the Total Cap for Securities denominated in sterling and (ii) the aggregate weighted average total effective yield (excluding, for the avoidance of doubt, fees paid to the Investment Banks but including the effect of issuance with original issue discount borne by the Issuer) of all Bridge Loans denominated in euro (which shall be deemed to be bearing interest equal to the applicable Total Cap for purposes of this clause (d)(ii)), Extended Loans denominated in euro, Exchange Notes denominated in euro, Notes denominated in euro and Securities denominated in euro issued pursuant to this paragraph shall not exceed the Total Cap for Securities denominated in euro (it being understood that any floating interest rates and/or yields included in any of the foregoing calculations shall be determined using methodology reasonably satisfactory to the Lead Arrangers and you and that such Securities shall have an issue price no less than 98.0%); *provided* that the relevant Issuer may elect to issue additional Securities to fund any such original issue discount;

(e) in the event the Securities denominated in sterling or euro are represented by more than one tranche, no tranche shall have an interest rate in excess of 1.50% per annum over (x) in the case of Securities denominated in sterling, the Total Cap applicable to Securities denominated in sterling and (y) in the case of Securities denominated in euro, the Total Cap applicable to Securities denominated in euro;

(f) the maturities thereof shall be not less than seven years after the Closing Date for any Securities issued pursuant to this paragraph;

(g) such Securities shall be optionally redeemable (x) pursuant to customary make-whole provisions prior to the third anniversary of the Closing Date, customary equity clawback provisions for up to 40% of such Securities prior to the third anniversary of the Closing Date, customary optional redemption provisions to redeem up to 10% of the original aggregate principal amount of the Securities in any 12 month period at a redemption price equal to 103.0% of the aggregate principal amount thereof prior to the third anniversary of the Closing Date (with unlimited carry-forward and/or carry-back in respect of such basket for any preceding or following 12 months period) and optional redemption provisions to redeem some or all of the Securities following the occurrence of any initial public offering, with funds in an aggregate amount not exceeding the net cash proceeds of such initial public offering, at a redemption price equal to 102% of the principal amount of the Securities redeemed and (y) commencing on the third anniversary of the Closing Date, with call premiums initially equal to one half of the coupon on the third anniversary of the Closing Date with such premium declining ratably to one quarter of the coupon on the fourth anniversary of the Closing Date and to zero on the date that is two years prior to the maturity date of the Securities;

(h) subject to modification as a result of the exercise of any "flex" pursuant to the applicable market flex provisions of the Senior Fee Letter or pursuant to the provisions set out in the section headed "Flex" below, the terms and conditions of the Securities or otherwise applicable to the Offering, including, to the extent not otherwise specified, ranking, interest (whether floating or fixed) or dividend rate, yields and redemption prices, shall be consistent with, substantially similar to, and no less favorable to the Sponsor, the Group and the Target and its subsidiaries than the terms set forth in Exhibit A hereto and, to the extent not otherwise inconsistent herewith, the standard for the Exchange Notes Documentation set forth in the Bridge Term Sheet;

(i) such Securities will be offered and sold pursuant to an available exemption or safe harbor from the registration requirements of the U.S. Securities Act of 1933, as amended (the "Securities Act"), including outside the United States pursuant to the safe harbor afforded by Regulation S under the Securities Act, and in reliance on Rule 144A ("Rule 144A") under the Securities Act and will be "Rule 144A for life";

(j) following any such issuance of Securities, the Underwriters will hold at least 51% of the Bridge Loans that remain outstanding; and

(k) any such issuance shall be pursuant to a purchase or placement agreement and indenture and related documents that contain terms, conditions and covenants that shall be consistent with the foregoing, the definitive terms of which will be negotiated in good faith.

In the case of any Securities Demand for an issuance of Securities made prior to the Closing Date, such issuance need not occur until the Closing Date. The calculation of each of the Total Caps shall exclude the effect of any resale below par to the extent such discount exceeds any original issue discount as issued by you and shall not take into account any tax cost related thereto in addition to such original issue discount.

Notwithstanding anything to the contrary herein, it is understood that none of you, the relevant Issuer or your subsidiaries will be required to issue or sell any Securities pursuant to this section after the Closing Date if you have determined in your sole and absolute discretion that such issue or sale may result in adverse tax consequences to the Parent or any of its subsidiaries; provided that such refusal to issue and sell Securities will constitute a Demand Failure Event.

In connection with any Securities Demand, you agree that the Offering Document shall include information regarding the Group and the Target of the type and form customarily included in Regulation S offerings and in private placements in the United States in reliance on Rule 144A, for non-convertible debt securities by affiliates of the Sponsor, and financial statements, pro forma financial statements, business and other financial data of the type required in a registered offering by Regulation S-X and Regulation S-K under the Securities Act (other than Rules 3-05, 3-09, 3-10, 3-16, 13-01 and 13-02 of Regulation S-X, information required by Item 302 of Regulation S-K, Compensation Discussion and Analysis or other information required by Regulation S-K Items 10, 402, 404 and 601, segment reporting and disclosure, including, without limitation, any required by Regulation S-K Item 101(b) and FASB Accounting Standards Codification Topic 280, and financial information with respect to the Group and the Target or its subsidiaries on a non-consolidated basis and subject to other exceptions that are customary for Regulation S offerings and private placements in the United States in reliance on Rule 144A by affiliates of the Sponsor) or that would be necessary for the Investment Banks to receive customary (in form and substance for offerings of high yield debt securities by affiliates of the Sponsor) "comfort" letters (including "negative assurance" comfort) that the independent accountants of the Group and the Target would be prepared to deliver upon completion of customary procedures in connection with the offering of the Securities, and, in the case of the annual financial statements, the auditors' reports thereon (it being understood that such "comfort" letters may contain disclosures as to the omission of the items specified above and other customary items). Notwithstanding anything herein to the contrary, the only financial statements that shall be required to be provided to the Investment Banks in connection with any Securities Demand shall be[1]:

(a) audited consolidated financial statements of the Parent as of and for the fiscal years ended December 31, 2023, 2024 and 2025;

(b) unaudited consolidated financial statements of the Parent as of and for (i) the six months ended June 30, 2026 (if the Securities Demand is made prior to November 14, 2026) or (ii) the nine months ended September 30, 2026 (if the Securities Demand is made on or after November 14, 2026);

(c) audited consolidated financial statements of the Target as of and for the fiscal years ended March 31, 2023, 2024 and 2025;

(d) unaudited consolidated financial statements of the Target as of and for (i) the three months ended June 30, 2026 (if the Securities Demand is made prior to November 14, 2026), (ii) the six months ended September 30, 2026 (if the Securities Demand is made on or after November 14, 2026 but prior to February 14, 2027) and (iii) the nine months ended December 31, 2026 (if the Securities Demand is made on or after February 14, 2027); and

(e) to the extent customary for transactions of this type, pro forma financial statements (which need not be prepared in compliance with Regulation S-X of the Securities Act or include adjustments for purchase accounting to the extent not customary in private placements of non-convertible high-yield bonds pursuant to Rule 144A promulgated under the Securities Act) relating to (i) the most recently completed fiscal year of the Parent for which accompanying financial statements are required to be delivered pursuant to clause (a) above and (ii) any subsequent interim period of the

[1] ***Note to draft: subject to confirmation from the Target as to the availability of financial statements.***

Parent for which accompanying financial statements are required to be delivered pursuant to clause (b) above.

Notwithstanding anything herein to the contrary, you, the Group, the Target and your and their respective subsidiaries shall have no obligation to prepare or provide any financial statements or financial data or information (including pro forma financial statements) prepared in accordance with any accounting standard other than International Financial Reporting Standards, including, for the avoidance of doubt, US GAAP or UK GAAP.

In addition, to assist the Investment Banks in a timely completion of the offering of the Securities, you agree, upon the Investment Banks' reasonable request, to make your senior officers and representatives available to the Investment Banks in connection with the offering of the Securities, including making them available to assist in the preparation of one or more offering documents suitable for customary Regulation S and Rule 144A offerings of debt securities in the United States (including assistance in obtaining industry data), to participate in a reasonable number of sessions with rating agencies and due diligence sessions and to participate in one or more road shows to market the Securities.

It is understood and agreed that the failure to issue any Securities pursuant to a Securities Demand in accordance with the provisions hereof will constitute a "Demand Failure Event" and that, upon the occurrence of a Demand Failure Event, (i) the interest rate on the Bridge Loans (and any Extended Loans and Exchange Notes upon issuance) shall automatically increase to the applicable Total Cap, (ii) the Conversion Fee shall become immediately due and payable and (iii) the Conversion Date will occur in respect of the Bridge Loans, which will thereupon immediately and automatically be subject to the call protection and change of control provisions of the Exchange Notes. It is understood and agreed that the remedies set forth in clauses (i) through (iii) above shall be the sole remedies associated with a Demand Failure Event and that for the avoidance of doubt, a Demand Failure Event shall not constitute a default or event of default under the Bridge Loan Documentation.

It is further understood and agreed that as long as any such Extended Loans, Exchange Notes or Securities are held by any Investment Bank or any affiliate of an Investment Bank (other than asset management affiliates, investment funds, proprietary investing or flow trading operations managed and/or operated on a day-to-day basis separately from the debt arranging and underwriting businesses of the applicable Lead Arranger and which purchases Securities in the ordinary course of their business ("Asset Management Affiliates") purchasing the Extended Loans, Exchange Notes or Securities in the ordinary course of their business as part of a regular distribution of the Extended Loans, Exchange Notes or Securities, as applicable, and excluding Extended Loans, Exchange Notes or Securities acquired pursuant to bona fide open market purchases from third parties or market making activities), such Extended Loans, Exchange Notes or

Securities shall be optionally redeemable or purchasable at any time by the relevant Issuer or any of its affiliates at par, plus accrued and unpaid interest.

The "Total Cap" means 9.25% with respect to Securities denominated in sterling ("GBP Securities") and 7.75% with respect to Securities denominated in euro ("EUR Securities"), *provided that*, if commitments or utilisations remain outstanding in respect of the sterling-denominated and/or the euro-denominated Bridge Facility on 16 February 2027, the Total Cap for GBP Securities and/or EUR Securities (as applicable) shall increase by 25 basis points.

Each Lead Arranger (together with its respective Underwriter affiliates) acknowledges and agrees that, to the extent such Lead Arranger (each such Lead Arranger (together with its respective Underwriter affiliates), a "Declining Bridge Arranger"), after being offered to participate in a Securities Demand and the related Offering with no less than the percentage of compensatory economics specified in the Engagement Letter on a proportionate basis for its commitments under the Bridge Facilities (as applicable) and with roles commensurate to those contemplated under the Engagement Letter, declines to participate in a Securities Demand and the related Offering together with the Requisite Bridge Arrangers on the terms set forth in this Bridge Fee Letter, then the proceeds from such Offering may be used, in the sole discretion of the Requisite Bridge Arrangers, to refinance Bridge Loans and/or cancel commitments in respect of the Bridge Facilities held by, at the option of the Requisite Bridge Arrangers, either (x) lenders under the Bridge Facility that are not, and are to the exclusion of, Declining Bridge Arrangers (or their respective Underwriter or Lender affiliates) or (y) Lead Arrangers (and their respective Underwriter affiliates) who participate in the Securities Demand and the related Offering on the terms set forth in this Bridge Fee Letter, in each case, on a pro rata basis between them.

The covenants and agreements set forth in this "Securities Demand" section will terminate immediately upon the earliest of (i) the issuance of Securities in lieu of all commitments in respect of the Bridge Facilities then outstanding, (ii) an issuance of Securities yielding proceeds sufficient to refinance all of the Bridge Loans then outstanding, (iii) the exchange of all Bridge Loans into Extended Loans or Exchange Notes and (iv) the repayment of the Bridge Loans in full.

Notwithstanding anything herein to the contrary, all aspects of the issuance of any Securities shall be conducted in compliance in all material respects with the Takeover Code and other applicable law and the requirements of the Takeover Panel and you shall have no obligation under this Bridge Fee Letter to the extent your conduct hereunder or pursuant hereto would result in violation of the Takeover Code and other applicable law or be contrary to the requirements of the Takeover Panel.

Flex

If the Requisite Bridge Arrangers determine in their reasonable judgment that such changes are necessary in order to achieve a Satisfactory Bridge Syndication (as defined below) (for the avoidance of doubt whether or not a Satisfactory Bridge Syndication is ultimately achieved and whether or not such changes alone are sufficient to enable a distribution of commitments at that time and notwithstanding that there is no active market for the sale of such commitments), the Lead Arrangers may, at any time from the date hereof to the Satisfactory Bridge Syndication Date (as defined below) and after consultation with you in good faith (and providing reasonable details to you of why such changes are necessary in order to achieve a Satisfactory Bridge Syndication):

(a) remove the unlimited carry-forward and/or carry-back feature in respect of the provision allowing for the optional redemption of 10% of the original aggregate principal amount of the Securities in any 12 month period at a redemption price equal to 103.0% of the aggregate principal amount thereof; and/or

(b) remove the provision allowing for the optional redemption of Securities following the occurrence of any initial public offering, with funds in an aggregate amount not exceeding the net cash proceeds of such initial public offering, at a redemption price equal to 102% of the principal amount of the Securities redeemed.

"Satisfactory Bridge Syndication Date", for the purposes of this Section, means the earlier of (x) the date on which the Underwriters retain no commitments in respect of the Bridge Facilities (except to the extent that any Underwriters wish to retain a portion of the Bridge Facilities and notify you of such wish, in which case such Underwriters hold no more than such adjusted retained amount), (y) the date on which the Securities (as defined herein) or Securities (as defined in the Engagement Letter) are issued yielding gross proceeds sufficient to replace or refinance the Bridge Facilities in full (this paragraph (y) or (x) above, "Satisfactory Bridge Syndication") and (z) the date falling 6 months after the Closing Date.

Alternate Transaction Fee

If, in connection with the consummation of the Acquisition, or, in lieu of the Acquisition, any similar transaction prior to the 12-month anniversary of the date hereof, in which you or your subsidiaries acquire, directly or indirectly, all or substantially all of the equity interests or assets of the Target or a proportion thereof equivalent to this transaction (any such foregoing transaction, an "Alternate Transaction"), another institution proposes to provide debt financing in lieu of any of the Bridge Facilities (notwithstanding a willingness on the part of an Underwriter to provide such Bridge Facilities) (such debt financing, an "Alternate Financing"), unless (i) the commitments of such Underwriter under the Commitment Letter have been terminated by such Underwriter prior to its stated termination date, (ii) such Underwriter breaches its obligations under the Commitment Letter or otherwise declines to provide the Bridge Facilities on the terms and conditions set forth in the Commitment Letter, (iii) such Underwriter has failed, following a request by you, to reaffirm its willingness to provide the Bridge Facilities on the terms and conditions set forth in the Commitment Letter, (iv) (x) you are prepared to consummate the Acquisition or the Alternate Transaction and (y) such Underwriter refuses to fund its commitment under the Bridge Facilities or (v) you have requested consent to an amendment, waiver, consent or other modification to the Scheme Documents or the Offer Documents and such Underwriter withholds its approval thereof, you agree to offer to such Underwriter a bona fide right to provide such Alternate Financing on substantially the same terms so proposed prior to the consummation of the Acquisition or such Alternate Transaction and to appoint the applicable affiliate of such Underwriter with a title(s) equivalent to the title(s) (if any) held by such Underwriter in respect of such Bridge Facilities for such Alternate Financing if such Underwriter has agreed to provide such Alternate Financing on such proposed terms or such other terms as are mutually agreed between you and the Underwriters and such Underwriter is not precluded from doing so by applicable law; *provided* that (1) if you do not provide such offer to such non-terminating, non-breaching, non-declining, reaffirming, non-refusing and non-withholding Underwriter (each, an "Eligible Committed Lender") as set forth above, you shall pay (or cause to be paid) to any such Eligible Committed Lender who was not provided with such offer the lesser of (x) 0.50% of the aggregate principal amount of the commitments with respect to the Bridge Facility committed to be funded by such Eligible Committed Lender as of the date hereof and (y) 0.50% of the aggregate principal amount of senior secured bridge loans actually committed to by another institution in respect of such Alternate Financing (as of the date of the closing of such Alternate Transaction) that would have been provided by such Eligible Committed Lender had such Eligible Committed Lender been allocated a commitment in respect of such senior secured bridge loans in proportion to its commitment under the Bridge Facility and (2) if, after being given such offer, any Eligible Committed Lender declines to provide such Alternate Financing, you shall not be required to pay (or cause to be paid) to such Eligible Committed Lender any Alternative Transaction Fee (as defined below); *provided further* that if any Eligible Committed Lender does not accept an offer to provide such Alternate Financing within two business days of such offer being made, such Eligible Committed Lender shall be deemed to have declined such offer. (x) The payment to the Eligible Committed Lenders of the full amount owing under this paragraph, if any (the "Alternative Transaction Fee"), (y) the offer to the Eligible Committed Lenders to participate in the Alternate Financing or (z) any Underwriter becoming a non-Eligible Committed Lender, shall, in each case, discharge you from your obligations under this Bridge Fee Letter with respect to each applicable Underwriter (except the provisions with respect to confidentiality, choice of law, jurisdiction, venue and waiver of jury trial). The payment to any Eligible Committed Lender of the full amount owing under this paragraph shall also terminate (to the extent not theretofore terminated) such Eligible Committed Lender's commitments relating to the applicable Bridge Facility under the Commitment Letter.

Interim Loan Agreement Fees

If the Interim Facilities corresponding to the Bridge Facilities (the "Interim Bridge Facilities") are utilized, as consideration for the commitments and agreements of the Underwriters set forth in the Commitment Letter with respect to the Interim Bridge Facilities, you agree to pay, or cause to be paid to the Underwriters, (i) 100% of the Bridge Commitment Fee (assuming that the Bridge Facilities were funded to the same extent as the Interim Bridge Facilities on the Closing Date) that would be payable hereunder, within the time periods and on the same terms as set forth herein (the "Interim Commitment Fees"), and (ii) 100% of the Bridge Funding Fee (assuming that the Bridge Facilities were funded to the same extent as the Interim Bridge Facilities on the Closing Date) payable hereunder, within the time periods and on the same terms as set forth herein (the "Interim Funding Fees"). The Interim Funding Fees shall be divided among the Underwriters proportionately to their (or their Underwriter Affiliates') commitments with respect to the Interim Bridge Facilities funded on the Closing Date (or, if funded on an earlier date, such earlier date) and the Interim Commitment Fees shall be divided among the Underwriters proportionately to their respective commitments with respect to the Interim Bridge Facilities as of the date the Commitment Letter was countersigned by you.

If the Interim Commitment Fees and the Interim Funding Fees are paid in accordance with this paragraph, the aggregate of the fees payable under, or in connection with, the Bridge Facilities shall be reduced correspondingly. As such, there shall be no double-counting of fees payable in connection with the Interim Bridge Facilities, on the one hand, and the fees payable in connection with the Bridge Facilities, on the other hand.

Preferential Allocation

Notwithstanding any other provision of this Bridge Fee Letter, the Lead Arrangers and/or Investment Banks, as applicable, shall (i) permit funds or other investment vehicles advised or managed by entities affiliated or associated with the Sponsor (the "Sponsor Related Funds"), including any of its affiliated debt funds, to purchase up to 10% of the aggregate principal amount of the Bridge Facilities and the Securities (the "Preferential Allocation"), from the Underwriters and/or Investment Banks, as applicable, pursuant to a transfer certificate or an assignment agreement on or following the Closing Date on the same terms as offered to other parties in the applicable syndication or offering, as applicable, and (ii) not be entitled to receive the portion of the Bridge Commitment Fee or Bridge Funding Fee (in the case of the Bridge Loans) or the Bridge Commitment Fee, underwriting fee or initial purchasers discount (in the case of the Securities) ("IP Discount"), as applicable, that relates to the debt purchased by such Sponsor Related Funds (such portion of the applicable fee, the "Preferential Allocation Related Fee Amount") (it being understood that, subject to the following sentence, the Preferential Allocation Related Fee Amount shall, to the extent received by the relevant Underwriter, be netted against the purchase price payable by such Sponsor Related Funds to the Underwriters and/or Investment Banks in respect of the Preferential Allocation; *provided* that with respect to the Bridge Loans and Securities, such Sponsor Related Funds will have to irrevocably commit to the purchase of such loans or securities, as applicable, no later than the "allocation" of the Bridge Facilities or "pricing" of such securities. Notwithstanding the foregoing, it is understood and agreed that if the market clearing price in syndication of the Bridge Loans and/or offering of the Securities in which a Sponsor Related Fund is purchasing loans or securities pursuant to its Preferential Allocation is at a discount to par in excess of the applicable OID provided for the Bridge Facilities or securities hereunder, the aggregate amount (without duplication of Bridge Funding Fee and IP Discount) of the Bridge Commitment Fee, Bridge Funding Fee and IP Discount which the Underwriters and/or Investment Banks (as applicable) shall be obligated to net against the purchase price for such purchase shall not exceed the amount of such Bridge Commitment Fee, Bridge Funding Fee and IP Discount which the Underwriters and/or Investment Banks (as applicable) are retaining for themselves after deducting any discount to par offered in connection with their sale of such loans or securities to the other lenders or holders (as applicable) in the primary syndication of the Bridge Loans or offering of the Securities.

In addition, with respect to the Preferential Allocation: (1) nothing in this Bridge Fee Letter or otherwise shall constitute an express or implied agreement or understanding that any Sponsor Related Fund will assume or purchase any portion of the Bridge Loans or the Securities; (2) the Underwriters shall not have any discussions regarding the Bridge Loans or Securities with any Sponsor Related Fund until at least 5 calendar days subsequent to the execution of the Commitment Letter and (3) to the extent that a Sponsor Related Fund purchases a portion of the Bridge Loans and/or Securities, as applicable, the Lead Arrangers and the Sponsor Related Fund shall treat any reduction in purchase price resulting from the omitted Preferential Allocation Related Fee Amount as a purchase price adjustment for all non-tax purposes.

Confidentiality

This Bridge Fee Letter is subject to the terms of the section of the Commitment Letter entitled “Confidentiality”.

General

If you agree with the terms and conditions of this Bridge Fee Letter, please confirm this by signing, dating and returning a countersigned and dated copy of this Bridge Fee Letter by email to us to the contacts of the Underwriters and Lead Arrangers identified in the section headed “Scope” in the Commitment Letter (or their legal counsel) before 11:59 p.m. (London time) on the date falling 20 business days after the date of this letter. The terms and conditions of this Bridge Fee Letter shall be binding on your countersignature of this Bridge Fee Letter. We agree that it shall not be possible for us to withdraw the commitments contained in the Mandate Documents, whether or not you have signed the enclosed copy of this Bridge Fee Letter, unless they have been terminated in accordance with the paragraph headed “Termination” in the Commitment Letter, and we acknowledge that (a) any use of this Bridge Fee Letter by you in relation to your bid for the Target constitutes acceptance of our agreement not to withdraw the commitments contained in the Mandate Documents and (b) consideration for such agreement not to withdraw has been received by us.

The Mandate Documents set out the entire agreement between the parties relating to the subject matter hereof and supersede any prior oral and/or written understandings and/or agreements with respect thereto.

This Bridge Fee Letter may not be amended except in writing signed by each of the Underwriters and you.

This Bridge Fee Letter may not be assigned by you (other than to (1) the Issuer and/or (2) one or more other entities established in connection with the Transactions organized under the laws of the United States, any state thereof or the District of Columbia, the laws of England and Wales or the laws of any other jurisdiction to which the Underwriters may consent (such consent not to be unreasonably withheld, conditioned or delayed) and controlled by the Sponsor or the Target, with all or a portion of the obligations and liabilities of Midco hereunder being assumed by the Issuer and/or such other entity or entities upon the effectiveness of such assignment and subject to satisfaction of all reasonable ‘Know Your Customer’ requirements of the Underwriters and, following any such assignment or transfer, all references in this letter, the Fee Letters or the Term Sheets to “you” shall be deemed to be references to such entity) without the prior written consent of the Underwriters, not to be unreasonably withheld (and any attempted assignment without such consent shall be null and void).

Other than a party's successors or permitted assigns or unless expressly provided to the contrary in this Bridge Fee Letter (including, without limitation, in the preceding paragraph), a person who is not a party to this Bridge Fee Letter has no right under the Contract (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of its terms.

This Bridge Fee Letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Bridge Fee Letter. Delivery of an executed signature page of this Bridge Fee Letter by facsimile transmission or email shall be effective as delivery of an original manually executed counterpart hereof.

This Bridge Fee Letter shall be a Bridge Facility Finance Document for the purposes of (and as defined in) the Bridge Facility Agreements and an Interim Document for the purposes of (and as defined in) each of the Interim Loan Agreements.

The paragraph titled "Bail-in" in the Commitment Letter shall apply *mutatis mutandis* to this letter.

Governing Law and Jurisdiction

This Bridge Fee Letter and any non-contractual obligations arising out of or in connection with this Bridge Fee Letter are governed by, and are to be construed in accordance with, English law.

The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this Bridge Fee Letter (a "Dispute") (including a dispute regarding the existence, validity or termination of this Bridge Fee Letter or relating to any non-contractual or other obligation arising out of or in connection with this Bridge Fee Letter) or the consequences of its nullity.

The parties to this Bridge Fee Letter agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

Yours faithfully,

[signature pages follow]

HSBC BANK PLC

as Lead Arranger

By: [redacted]

Name: [redacted]

Position: [redacted]

HSBC BANK PLC

as Underwriter

By: [redacted]

Name: [redacted]

Position: [redacted]

ROYAL BANK OF CANADA

as Lead Arranger

By: [redacted]

Name: [redacted]

Position: [redacted]

ROYAL BANK OF CANADA

as Underwriter

By: [redacted]

Name: [redacted]

Position: [redacted]

BARCLAYS BANK PLC

as Lead Arranger

By: [redacted]

Name: [redacted]

Position: [redacted]

BARCLAYS BANK PLC

as Underwriter

By: [redacted]

Name: [redacted]

Position: [redacted]

Accepted and agreed for and on behalf of

OCS Group Holdings Limited

By: [redacted]

Name: [redacted]

Title: [redacted]

Date: 20 July 2026

Summary of Principal Terms and Conditions

Set forth below is a summary of certain of the terms of the Securities. All capitalized terms used but not defined herein shall have the meaning given to them in the Bridge Fee Letter to which this Summary of Principal Terms and Conditions is attached or in the Commitment Letter (as defined in such Bridge Fee Letter).

Terms Relating to the Issuer:	Bondco (the "Issuer").
Securities:	An aggregate principal amount of senior secured high yield notes of up to £1,500 million (equivalent), subject to increase to fund original issue discount in the issue price of such Securities (the "Securities") and to any changes pursuant to the applicable flex provisions of the Senior Fee Letter and/or the Bridge Fee Letter, which shall be split into a tranche of Securities denominated in sterling in a principal amount of at least £500 million and a tranche of Securities denominated in euro, the amount of which will be the euro equivalent of the remainder of the bridge commitments.
Use of Proceeds:	Proceeds from the sale of the Securities will be used to either (a) fund, in part, directly or indirectly (including funding to balance sheet for later application towards) the Transactions and related transactions, and payment of any fees and expenses relating thereto or (b) refinance the Bridge Loans, and pay fees and expenses incurred in connection therewith.
Maturity:	The Securities will mature approximately seven years after the Closing Date.
Interest:	The Securities will bear interest at a rate to be determined such that the yield will comply with the requirements of clauses (d) and (e) in the Securities Demand section of the Bridge Fee Letter. Interest will be payable semi-annually in arrear.
Documentation:	The definitive documentation for the Securities, the definitive terms of which will be negotiated in good faith, will be consistent with the Bridge Fee Letter and this Exhibit A and, subject to the foregoing, will otherwise be consistent with the terms specified in the Bridge Term Sheet for Exchange Notes or else substantially similar to and no less favorable to the Sponsor, the Group and the Target and its subsidiaries than that certain Indenture, dated as of 14 April 2025, among Opal Bidco SAS, the guarantors from time to time party thereto and GLAS Trust Company LLC, as trustee (the "Opella Indenture"), and will take into account and be modified fully as appropriate to (x) be on terms no

less favourable to the Group and the Target and its subsidiaries than the Bridge Applicable Standard and (y) reflect the terms set forth in the Bridge Fee Letter, taking into account differences related to the Group and the Target and its subsidiaries (including as to operational and strategic requirements of the Group and the Target and its subsidiaries in light of their size, industries, businesses, accounting practices and business plans) (it being understood that basket sizes and incurrence tests will be set taking into account the relative EBITDA and total assets of the Group and the Target and its subsidiaries on a consolidated basis after giving *pro forma* effect to the Transactions), and in any event will contain only those covenants and events of default expressly set forth herein (including by reference to the Opella Indenture); it being understood and agreed that, with respect to all documentation, the parties will agree at the time of marketing on any terms with which to go to market and will cooperate and act reasonably with respect to comments received in the course of marketing to the extent such comments address any terms not expressly set forth herein that are more favorable to the Group and the Target and its subsidiaries than those incorporated in the Opella Indenture (the "Securities Documentation Principles").

To the extent the requisite majority of Lead Arrangers exercise applicable flex rights under the Senior Fee Letter and/or under the Bridge Fee Letter, the parties agree to amend the terms of the Secured Securities Documentation Principles accordingly and promptly upon request by such Lead Arrangers.

Guarantees:	The Securities will be guaranteed by members of the Group that are required to guarantee the Senior Facilities on substantially the same terms (the "Guarantees"). The Guarantees will automatically be released upon the release of the corresponding guarantees of the Senior Facilities. The Guarantees will rank *pari passu* in right of payment with the guarantees of the Senior Facilities.
Security:	As per the Bridge Loan.
Asset Sales:	The Issuer will be required to make an offer to repurchase the Securities on a *pro rata* basis, which offer shall be at 100% (with reductions of the percentage required to be offered to 50% and 0% based upon achievement of a Consolidated Senior Secured Leverage Ratio (to be defined in a manner consistent with the standard set forth under the heading "Documentation" above, the "Consolidated Senior Secured Leverage Ratio") of 4.65:1.00 and 4.40:1.00, respectively) of the principal amount thereof plus accrued and unpaid interest to but excluding the date of repurchase with a portion of the net cash proceeds

of all non-ordinary course asset sales by the Issuer and its restricted subsidiaries in excess of amounts either reinvested or required to be paid to the lenders under the Senior Facilities Documentation, with such proceeds being applied to the Securities in a manner to be agreed, subject to other exceptions and baskets consistent with the Securities Documentation Principles, including, but not limited to, exceptions and baskets no more restrictive than those set forth in the Opella Indenture. In the event that one or more of the step-downs in the preceding sentence are achieved, the retained net cash proceeds from any such asset sale or disposition shall be deemed to be "Retained Asset Sale Proceeds." Notwithstanding the foregoing, such offer to repurchase above shall be limited to the extent that the Issuer determines in good faith that such prepayments would (1) be prohibited or delayed by or violate or conflict with applicable law, (2) be restricted by applicable organizational documents or any agreement, (3) be subject to other organizational or administrative impediments or (4) conflict with the fiduciary duties of the applicable directors, or result in, or could reasonably be expected to result in, a material risk of personal or criminal liability for any applicable officer, director or manager, in each case, from being repatriated.

Change of Control: Each holder of Securities will be entitled to require the Issuer, and the Issuer must offer, to repurchase the Securities held by such holder in the event of a change of control (to be defined consistent with the Securities Documentation Principles) at a price of (i) with respect to Securities held by any Underwriters or any of their affiliates (other than Asset Management Affiliates purchasing the Securities in the ordinary course of their business as part of a regular distribution of the Securities, and excluding Securities acquired pursuant to *bona fide* open market purchases from third parties or market making activities), 100% of the outstanding principal amount, and (ii) with respect to Securities held by any other person, 101% of the outstanding principal amount, in each case, plus accrued and unpaid interest, if any, to but excluding the date of repurchase, unless the Issuer shall have exercised its right to redeem such Securities. However, the Issuer will not be required to make a change of control offer (to be defined consistent with the Securities Documentation Principles) if, after the public announcement that a definitive agreement for a change of control has been entered into, the Issuer (or any affiliate of the Issuer) has made an offer to purchase all of the Securities validly tendered and not withdrawn at a cash price no less than 101% or 100%, as applicable, of the principal amount thereof, plus accrued and unpaid interest, if any, to but excluding the date of repurchase, and the Issuer or such affiliate purchases all Securities validly tendered and not withdrawn in accordance therewith. If at least 90% of the aggregate principal amount of the outstanding Securities are validly tendered and not withdrawn in any change of control offer, asset sale offer (to be defined consistent with the Securities Documentation Principles) or tender offer made pursuant to the immediately preceding sentence, the Issuer or the third party making such change of control offer, asset sale offer or tender offer shall have the option to redeem all Securities that remain outstanding following such purchase at a price in cash equal to 101% or 100%, as applicable, of the outstanding principal amount thereof plus accrued and unpaid interest, if any, to but excluding the date of such redemption.

Optional Redemption: Any unsold allotment of Securities owned by any of the Investment Banks or any affiliate thereof (other than Asset Management Affiliates purchasing the Securities in the ordinary course of their business as part of a regular distribution of the Securities, and excluding Securities acquired pursuant to *bona fide* open market purchases from third parties or market making activities) (that have not been resold by it at the time of notice of repurchase or redemption) may be repurchased or redeemed in whole or in part at the option of the Issuer at a price equal to 100% of the aggregate principal amount of the Securities to be repurchased or redeemed plus accrued and unpaid interest, if any.

With respect to all Securities not covered by the foregoing, except as provided below, the Securities may not be redeemed prior to the third anniversary of the Closing Date. Thereafter, the Securities may be redeemed, in whole or in part, at the option of the Issuer at a price equal to 100% of the aggregate principal amount redeemed, plus accrued and unpaid interest, if any, plus a premium equal to one half of the coupon of the Securities with such premium declining ratably to zero on the date that is two years prior to the maturity date.

In addition, at any time prior to the third anniversary of the Closing Date, the Issuer may redeem on one or more occasions Securities at redemption prices based upon (i) in the case of Securities denominated in sterling, the Gilt rate plus 50 basis points and (ii) in the case of Securities denominated in euro, the Bund rate plus 50 basis points, in each case, to the first fixed redemption date plus accrued and unpaid interest.

In addition, at any time prior to the third anniversary of the Closing Date, the Issuer may redeem on one or more occasions, Securities in a principal amount equal to up to 40% of the aggregate principal amount of Securities originally issued (including any additional Securities issued after the date of the Indenture) at a premium equal to the applicable coupon, with an amount equal to all or part of the proceeds of one or more equity offerings; provided, however, that Securities in a principal amount equal to at least 50% of the aggregate principal amount of such Securities originally issued (including any additional Securities issued after the date of the Indenture) remain outstanding after such redemption unless all such Securities are redeemed substantially concurrently.

In addition, at any time the Issuer may, at its option, redeem Securities, in whole or in part, following the occurrence of any initial public offering, with funds in an aggregate amount not exceeding the net cash proceeds of such initial public offering, at a redemption price equal to 102% of the principal amount of the Securities redeemed.

In addition, prior to the third anniversary of the Closing Date, the Issuer will be entitled to redeem up to 10% of the original aggregate principal amount of the Notes in any 12 month period (each, an "Annual Period") at a redemption price equal to 103.0% of the aggregate principal amount thereof, plus accrued interest thereon, if any, to but excluding the redemption date. At the option of the Issuer, the maximum amount so permitted under such basket during such Annual Period may be increased by:

(i) an amount equal to 100% of the difference (if positive) between the permitted amount in any preceding Annual Periods and the amount thereof actually used or applied by the Group during such preceding Annual Periods; and/or

(ii) an amount equal to 100% of the permitted amount in any following Annual Periods and the permitted amount in such following Annual Periods shall be reduced by such corresponding amount.

Representations and Warranties: The Purchase Agreement will contain customary representations and warranties, consistent with, substantially similar to and no less favorable to the Sponsor, the Group and the Target and its subsidiaries than the representations and warranties contained in the Purchase Agreement, dated as of 9 May 2024 among Fortress Intermediate 3, Inc. and the initial purchasers party thereto, and limited to the following: (i) organization and good standing, (ii) capitalization, (iii) authorization and enforceability, (iv) no conflicts with agreements or laws and absence of further requirements, (v) licenses, permits and certificates, (vi) no defaults, (vii) absence of legal proceedings, (viii) Investment Company Act matters, (ix) absence of material adverse change, (x) financial statements (including pro forma financial statements as and to the extent applicable), (xi) environmental matters,

(xii) independent accountants, (xiii) intellectual property and title to property, (xiv) no registration required, no general solicitation and no similar offerings, (xv) stabilization/ manipulation, (xvi) full and accurate disclosure, (xvii) description of Securities in the offering memorandum, (xviii) no FCPA, AML (including PATRIOT Act) or OFAC violations or sanctions, (xix) Regulation S eligibility, (xx) tax compliance, (xxi) insurance, (xxii) labor disputes and (xxiii) accounting controls; in each case, taking account of differences related to the Group and the Target and its subsidiaries (including as to operational and strategic requirements of the Group and the Target and its respective subsidiaries in light of their size, industries, business, business practices and business plan). The Purchase Agreement will contain no other representations or warranties.

Covenants:	The Securities will contain covenants consistent with the Securities Documentation Principles and in no event more restrictive than the corresponding covenants in the Bridge Facility Finance Documents.
Defeasance; Satisfaction and Discharge:	Customary terms consistent with the Securities Documentation Principles.
Events of Default:	The Securities will include the following events of default, in each case (including as to grace periods and qualifications, including a 270-day grace period for failure to deliver financial statements and related compliance certificates), consistent with the Securities Documentation Principles, and in no event more restrictive than the corresponding default provisions under the Bridge Applicable Standard: (i) failure to pay principal or interest on the Securities when due, (ii) breach of other provisions of the Securities, (iii) "cross-acceleration" to material payment defaults on or acceleration of certain other material indebtedness in excess of an amount to be agreed upon, (iv) undischarged judgments in excess of an amount to be agreed upon, (v) certain bankruptcy events, (vi) actual material invalidity of any guarantee by a significant subsidiary of the Securities (if applicable) and (vii) impairment of security interests in any significant portion of the Collateral. The Securities will contain no other events of default. Notwithstanding the foregoing, the definitive documentation for the Securities shall provide that (x) a notice of default may not be given with respect to any action taken, and reported publicly or to holders, more than two years prior to such notice of default and (y) any time period in the definitive documentation for the Securities to cure any actual or alleged default or event of default may be extended or stayed by a court of competent jurisdiction to the extent such actual or alleged default or event of default is the subject of litigation.

Registration Rights:	The Securities will be offered pursuant to Regulation S under the Securities Act and in reliance on Rule 144A under the Securities Act and will be "Rule 144A for life".
Governing Law:	All documentation shall be governed by the laws of the State of New York and all claims arising therefrom shall be subject to the non-exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the County of New York. No documentation shall be qualified under the Trust Indenture Act (the "TIA") and the documentation shall not be subject to the TIA nor will it contain any provision corresponding to or similar to certain provisions of the TIA (including § 316(b) of the TIA) that would otherwise be applicable if the documentation were so qualified.