EXHIBIT B

Restructuring Support Agreement

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 16.02 hereof, this "**Agreement**")[1] is made and entered into as of May 31, 2022 (the "**Execution Date**"), by and among the following parties (each of the Entities described in sub-clauses (i) through (v) of this preamble and any person or Entity that subsequently becomes a party hereto collectively, the "**Parties**" and each, a "**Party**"):

i. The Entities listed on **Exhibit A** attached hereto (collectively, the "**Debtors**");

ii. The Entities listed on **Exhibit B-1** attached hereto (each in their capacities as obligors under the Prepetition Secured Credit Agreements, the "**Non-Debtor Obligors**" and together with the Debtors and all other direct and indirect subsidiaries thereof that are reasonably acceptable to the Required Consenting First Lien Lenders and the Plan Sponsor Parties, the "**Company**" or the "**Company Parties**"), *provided, however*, that at the reasonable request of the Required Consenting First Lien Lenders and the Plan Sponsor Parties, certain Non-Debtor Obligors that are domestic Loan Parties (as defined in the Prepetition Secured Credit Agreements) shall be considered to be Debtors for purpose of this Agreement);

iii. The beneficial holders of, or investment advisors, sub-advisors, or managers of discretionary accounts or funds that beneficially hold First Lien Claims that are signatories hereto or that have executed and delivered counterpart signature pages to this Agreement or a Joinder (each in its capacity as a holder of First Lien Claims, a "**Consenting First Lien Lender**" and, collectively, the "**Consenting First Lien Lenders**");

iv. The holders of Second Lien Claims that are signatories hereto or that have executed and delivered counterpart signature pages to this Agreement or a Joinder (collectively, the "**Consenting Second Lien Lenders**"); and

v. Aquiline Financial Services Fund III, L.P. in its capacities as (a) holder of 100% of the aggregate amount of all outstanding Globalex Secured Note Claims, (b) holder of 100% of the aggregate amount outstanding of the OSG February 1 Unsecured Promissory Note Claims, (c) holder of 100% of the aggregate amount of all outstanding OSG February 8 Unsecured Promissory Note Claims (in such capacities as set forth in (a) through (c), the "**Sponsor Lender**"),

[1] Capitalized terms used but not defined in the preamble or recitals to this Agreement have the meanings ascribed to them in Section 1 hereof.

(d) holder of Existing Holdings Preferred Interests, (e) holder of Existing Holdings Common Interests, and (f) holder of Sponsor Globalex Interest (in such capacities as set forth in (d), (e), and (f), the "**Sponsor Equity Holder**, and together with the Sponsor Lender, the "**Sponsor**").

RECITALS

WHEREAS, the Company and the Consenting Stakeholders have in good faith and at arm's length negotiated certain restructuring and recapitalization transactions on the terms set forth in this Agreement, in the restructuring term sheet attached hereto as **Exhibit C** (the "**Restructuring Term Sheet**"), the debtor in possession financing term sheet attached hereto as **Exhibit D** (the "**DIP Term Sheet**"), the governance term sheet attached hereto as **Exhibit E** (the "**Governance Term Sheet**"), the New First Lien Facility term sheet attached hereto as **Exhibit I** (the "**New First Lien Facility Term Sheet**"), the New Mezzanine Debt Facility term sheet attached hereto as **Exhibit J** (the "**New Mezzanine Debt Facility Term Sheet**"), the New Convertible Preferred Equity term sheet attached hereto as **Exhibit K** (the "**New Convertible Preferred Equity Term Sheet,**" and collectively with the Restructuring Term Sheet, the DIP Term Sheet, the New First Lien Facility Term Sheet, the New Mezzanine Debt Facility Term Sheet, and the New Convertible Preferred Equity Term Sheet, the "**Term Sheets**" and such restructuring and recapitalization transactions, the "**Restructuring**");

WHEREAS, the Parties intend to implement the Restructuring pursuant to the Restructuring Support Agreement and Definitive Documents, through either (x) an out-of-court consensual transaction (the "**Out-of-Court Transaction**") accepted by (A) holders of 100% of First Lien Claims, (B) holders of 100% of Second Lien Claims, (C) the Sponsor, and (D) a majority of the non-Sponsor holders of Existing Holdings Preferred Interests and a majority of the non-Sponsor holders of the Existing Holdings Common Interest ((A) and (B), collectively, the "**Required Accepting Lenders**"); (C) and (D), collectively, the "**Required Accepting Equity Holders**"); and the Required Accepting Lenders and Required Accepting Equity Holders, together, the "**Required Accepting Parties**") (or such lower threshold for Required Accepting Lenders as determined by the Plan Sponsor Parties in their sole discretion), or (y) pursuant to a prepackaged plan of reorganization by having the Debtors commence voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the cases commenced, the "**Chapter 11 Cases**"), in each case, on the terms and conditions set forth herein;

WHEREAS, the Consenting First Lien Lenders would be entitled to vote more than 75% of the aggregate amount of the outstanding First Lien Claims to accept or reject the Plan;

WHEREAS, the Consenting Second Lien Lenders would be entitled to vote 100% of the aggregate amount of the outstanding Second Lien Claims to accept or reject the Plan; and

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring on the terms, subject to the conditions, and in reliance on the representations and warranties set forth in this Agreement and the Term Sheets attached hereto.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. Definitions and Interpretation.

1.01 Definitions. The following terms shall have the following definitions:

"**Agent**" means any administrative agent, collateral agent, or similar Entity under the Prepetition Secured Credit Agreements, as applicable, including any successors thereto.

"**Agreement**" has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 16.02 (including the Term Sheets) of this Agreement.

"**Agreement Effective Date**" means the date on which the conditions set forth in Section 2.01 of this Agreement have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

"**Agreement Effective Period**" means, with respect to a Party, the period from (a) the later of (i) the Agreement Effective Date and (ii) the date such Party becomes a Party to this Agreement, to (b) the Termination Date.

"**Alternative Restructuring Proposal**" means any written or verbal inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, financing (debt or equity), including any debtor in possession financing (other than the DIP Facility), liquidation, recapitalization, plan of reorganization, share exchange, business combination, or similar transaction or series of transactions involving the Company, or the debt, equity, or other interests in the Company that is an alternative to the Restructuring.

"**A/R Report**" has the meaning set forth in section 7.01 hereof.

"**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware or such other court as may have jurisdiction over the Chapter 11 Cases, as to which the Company and the Plan Sponsor Parties, after consultation with the Required Consenting First Lien Lenders, agree.

"**Budget**" has the meaning set forth in Section 2.01(c) hereof.

"**Business Day**" means any day, other than a Saturday, Sunday, or a "legal holiday" (as such term is defined in Bankruptcy Rule 9006(a)).

"**Causes of Action**" means any and all claims, interests, damages, remedies, causes of action, demands, rights, debts, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character

whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, asserted or assertable, direct or derivative, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, including but not limited to: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

"**Chapter 11 Cases**" has the meaning set forth in the recitals to this Agreement.

"**Claim**" has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

"**Company**" has the meaning set forth in the preamble to this Agreement.

"**Confidentiality Agreement**" means (i) an executed confidentiality agreement, including with respect to the issuance of a "cleansing letter" or other public disclosure of material non-public information, in connection with the Restructuring, and (ii) those confidentiality provisions contained in the Prepetition Secured Credit Agreements.

"**Confirmation**" means the entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Cases.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

"**Consenting First Lien Lenders**" has the meaning set forth in the preamble to this Agreement.

"**Consenting Second Lien Lenders**" has the meaning set forth in the preamble to this Agreement.

"**Consenting Stakeholders**" means, collectively, the Consenting First Lien Lenders, the Consenting Second Lien Lenders and the Sponsor.

"**Contingent Value Rights Pool**" means the non-voting economic right of each holder of Existing Holdings Preferred Interests and Existing Holdings Common Interests to receive its pro rata share of up to 5% of the value of New TopCo after payment to the Reorganized Common Equity equal to the value of the Reorganized Common Equity as of the Effective Date, which value shall be deemed to be the greater of (a) the midpoint valuation of the Debtors' business as a going concern as determined by the Debtors' investment banker in connection with the Plan and Disclosure Statement, and (b) the valuation of the Reorganized Common Equity implied by the Restructuring, which is $231,266,999 (post-conversion of the New Convertible Preferred Equity).

"**CVR Agreement**" means that certain Contingent Value Rights Agreement to be agreed among the Plan Support Parties in their sole discretion and reasonably acceptable to the Sponsor, and which will be filed as part of the Plan Supplement.

"**CVR Certificates**" means certificates which will entitle each holder thereof to its right to its pro rata share of the Contingent Value Rights Pool as such rights come due on the terms set forth in the CVR Agreement.

"**Debtor Globalex Interest**" means any issued, unissued, authorized, or outstanding shares of common stock, preferred stock, or other instrument evidencing Output Services Group's ownership interest in Globalex, whether or not transferable, together with any warrants, equity based awards or contractual rights to purchase or acquire such equity interests at any time and all rights arising with respect thereto.

"**Debtor Relief Law**" means the Bankruptcy Code or any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"**Debtors**" has the meaning set forth in the preamble to this Agreement.

"**Definitive Documents**" means the Out-of-Court Definitive Documents and the In-Court Definitive Documents.

"**DIP Agent**" means an administrative and collateral agent for the DIP Lenders under the DIP Facility Documents to be selected by the Plan Sponsor Parties, or any successor agents thereunder.

"**DIP Claims**" means any and all Claims against any Debtor or Non-Debtor Obligor related to, arising out of, arising under, or arising in connection with, the DIP Facility Documents.

"**DIP Commitment**" means the commitment by a Consenting Second Lien Lender to provide a percentage of the DIP Facility.

"**DIP Credit Agreement**" means that certain credit agreement evidencing the DIP Facility by and among Output Services Group, Inc., as borrower, Holdings, OSG Intermediate Holdings, Inc., as guarantors, the DIP Agent, and the DIP Lenders, including all agreements, notes, instruments, and any other documents delivered pursuant thereto or in connection therewith, in each case consistent with the terms and conditions set forth in the DIP Term Sheet, and as may be amended, modified, or supplemented from time to time in accordance with the terms hereof.

"**DIP Facility**" means the new junior priority debtor in possession secured term loan financing facility in an amount up to $25 million, on the terms set forth in the DIP Term Sheet.

"**DIP Facility Documents**" means the DIP Credit Agreement and the DIP Orders, together with all documentation executed or delivered in connection therewith as may be amended, modified, or supplemented from time to time, in accordance with the terms and conditions set forth therein.

"**DIP Lenders**" means the Consenting Second Lien Lenders party to the DIP Credit Agreement.

"**DIP Orders**" means the Interim DIP Order and Final DIP Order.

"**DIP Term Sheet**" means that certain term sheet setting forth the principal terms of the DIP Facility annexed as **Exhibit D** to this Agreement.

"**Disclosure Statement**" means the disclosure statement for the Plan, including all exhibits and schedules thereto, as it may be amended from time to time, that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable Law.

"**Disclosure Statement Order**" has the meaning set forth in Section 3.01 hereof.

"**Effective Date**" means the date that (i) the Out-of-Court Transaction is consummated, or (ii) is the first Business Day on which (a) all conditions to the effectiveness of the Plan set forth in Section 2 thereof have been satisfied or waived in accordance with the terms of the Plan and (b) no stay of the Confirmation Order is in effect.

"**Entity**" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

"**Event**" means any event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact, or the worsening of any of the foregoing.

"**Exchange Agreement**" means that certain exchange agreement that will set forth the material components of (i) the amendment to First Lien Loans for New First Lien Loans, (ii) the exchange of Second Lien Loans for New Mezzanine Debt Loans and New Holdings Interests, (iii) the exchange of Existing Holdings Preferred Interests for New Holdings Interests, and (iv) the exchange of Existing Holdings Common Interests for New Holdings Interests, in each case, in an Out-of-Court Transaction.

"**Execution Date**" has the meaning set forth in the preamble to this Agreement.

"**Existing First Lien Credit Agreement**" means that certain First Lien Credit Agreement, dated as of March 27, 2018 (as may be amended, restated, amended and restated, modified or supplemented from time to time), by and among OSG Holdings, Inc. as holdings, Output Services Group, as borrower, the guarantors party thereto, the First Lien Lenders, the First Lien Agent, Capital One, N.A., as syndication agent, and any other Entities party thereto from time to time.

"**Existing First Lien Documents**" means the Existing First Lien Credit Agreement, together with any other agreements and documents executed or delivered in connection therewith, each as amended, restated, amended and restated, supplemented, or otherwise modified prior to the Petition Date.

"**Existing Holdings Common Interest**" means any issued, unissued, authorized, or outstanding shares of common stock, common restricted stock, options to purchase common stock, or other instruments evidencing an ownership interest in Holdings, whether or not transferable, together with any equity based awards or contractual rights or warrants to purchase or acquire such equity interests at any time and all rights arising with respect thereto.

"**Existing Holdings Preferred Interest**" means any issued, unissued, authorized, or outstanding shares of preferred stock, preferred restricted stock, options to purchase preferred stock, or other instruments evidencing a preferred ownership interest in Holdings, whether or not transferable, together with any equity based awards or contractual rights or warrants to purchase or acquire such preferred equity interests at any time and all rights arising with respect thereto.

"**Existing Intercreditor Agreement**" means the Second Lien Intercreditor Agreement, dated as of September 17, 2019 (as amended, supplemented or otherwise modified from time to time), among Holdings, Output Services Group, the other Grantors from time to time party thereto, the Representative (as defined therein) for the First Lien Credit Agreement Secured Parties (as defined therein), the Representative (as defined therein) for the Second Lien Credit Agreement Secured Parties (as defined therein), and each additional Second Priority Representative and Senior Representative (each as defined therein) party thereto from time to time.

"**Existing Second Lien Credit Agreement**" means that certain Second Lien Credit Agreement, dated as of September 13, 2019 (as may be amended, restated, amended and restated, modified or supplemented from time to time, including by the Second Lien Amendment), by and among OSG Holdings, Inc., as holdings, Output Services Group, as borrower, the guarantors party thereto, the Second Lien Lenders, the Second Lien Agent, Barclays Bank PLC as sole lead arranger and bookrunner, and any other Entities party thereto from time to time.

"**Existing Second Lien Documents**" means the Existing Second Lien Credit Agreement, together with any other agreements and documents executed or delivered in connection therewith, each as amended, restated, amended and restated, supplemented, or otherwise modified prior to the Petition Date.

"**Fiduciary Out**" has the meaning set forth in Section 8.01 of this Agreement.

"**Final DIP Order**" means an order of the Bankruptcy Court approving the DIP Facility and granting the Debtors the authority to use cash collateral and provide "adequate protection" (as such term is defined in sections 361 and 363 of the Bankruptcy Code) to the First Lien Lenders and the Second Lien Lenders in the Chapter 11 Cases on a final basis.

"**First Lien Agent**" means Barclays Bank PLC, the administrative and collateral agent for the First Lien Lenders under the Existing First Lien Documents, or any successor administrative agents thereunder.

"**First Lien Claims**" means any and all Claims against any Debtor or Non-Debtor Obligor related to, arising out of, arising under, or arising in connection with, the Existing First Lien Documents.

"**First Lien Group**" means the Consenting First Lien Lenders represented by Paul Hastings LLP.

"**First Lien Lenders**" means the holders of First Lien Claims.

"**First Lien Limited Waiver**" means the Limited Waiver and Amendment to First Lien Credit Agreement, entered into as of May 31, 2022, by and among the Debtors, the Non-Debtor Obligors, and the First Lien Lenders party thereto.

"**First Lien Loans**" means the loans made pursuant to the Existing First Lien Credit Agreement.

"**Globalex**" means Globalex Corporation, a California Corporation.

"**Globalex Interests**" means, together, the Debtor Globalex Interest and the Sponsor Globalex Interest.

"**Globalex Secured Note**" means that certain Senior Secured Promissory Note, dated as of February 23, 2022, by and among Globalex as borrower and the Sponsor Lender as lender.

"**Globalex Secured Note Claims**" means all Claims against Globalex arising under, relating to, or in connection with the Globalex Secured Note Loan arising under the Globalex Secured Note.

"**Globalex Secured Note Loan**" means the loan made pursuant to the Globalex Secured Note.

"**Governance Documents**" means the organizational and governance documents for each of the Reorganized Debtors, including, without limitation, certificates of incorporation (including any certificate of designations), certificates of formation or certificates of limited partnership (or equivalent organizational documents), certificates of designation, bylaws, limited liability company agreements, shareholders' agreements, and limited partnership agreements (or equivalent governing documents), as applicable, in each case, consistent with the terms and conditions set forth in this Agreement, including the Governance Term Sheet.

"**Governance Term Sheet**" means the term sheet annexed to this Agreement as **Exhibit E** setting forth the material terms and conditions of the corporate governance of the Reorganized Debtors.

"**Holdings**" means OSG Holdings, Inc., a Delaware corporation.

"**Interim DIP Order**" means an order of the Bankruptcy Court approving the DIP Facility and granting the Debtors the authority to use cash collateral and provide "adequate protection" (as such term is defined in sections 361 and 363 of the Bankruptcy Code) to the First Lien Lenders and the Second Lien Lenders in the Chapter 11 Cases on an interim basis.

"**In-Court Definitive Documents**" means the documents listed in Section 3.02 of this Agreement.

"**Interest**" means any and all issued, unissued, authorized, or outstanding shares of common stock, preferred stock, membership, limited liability company interests (whether certificated or uncertificated), or partnership interests, or other instrument evidencing an ownership interest in any Debtor whether or not transferable, together with any warrants, equity

based awards or contractual rights to purchase or acquire such equity interests at any time and all rights arising with respect thereto, including the Existing Holdings Preferred Interests, the Existing Holdings Common Interests, and the Globalex Interests.

"**Joinder**" means a Restructuring Support Agreement Joinder or Transfer Agreement Joinder, as applicable.

"**Law**" means any federal, state, local, or foreign "law" (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

"**Management Incentive Plan**" means a management incentive plan, in form and substance acceptable to the Plan Sponsor Parties, of the New TopCo to be implemented on the Effective Date or as soon as reasonably practicable thereafter, the terms of which the Company and the Plan Sponsor Parties shall use commercially reasonable efforts to agree upon by June 30, 2022.

"**Milestone**" has the meaning set forth in Section 4.01 of this Agreement.

"**Mutual Release Agreement**" means the mutual release agreement to be entered into on the Effective Date in connection with an Out-of-Court Transaction providing releases to the Released Parties by all consenting holders of Claims against, and Interests in, the Company on the terms set forth in the Restructuring Term Sheet.

"**New Convertible Preferred Equity**" means that convertible preferred equity to be issued by New TopCo and reflecting the terms and conditions set forth in the New Convertible Preferred Equity Term Sheet set forth in **Exhibit K** hereto.

"**New Convertible Preferred Equity Commitment**" means the commitment by the Parties listed on **Exhibit H-3** hereof to provide a percentage of the New Convertible Preferred Equity.

"**New Convertible Preferred Equity Documents**" means those documents and agreements to be executed or delivered in connection with the New Convertible Preferred Equity.

"**New First Lien Agents**" means the administrative and collateral agent and the syndication agent under the New First Lien Documents, or any successor administrative agents thereunder.

"**New First Lien Credit Agreement**" means that certain credit agreement by and among Reorganized Output Services Group, the other guarantors from time to time party thereto (including, for the avoidance of doubt, Globalex, the Vox Entities, and the Non-Debtor Obligors), the New First Lien Lenders, the New First Lien Agents, and the other Entities party thereto from time to time for the New First Lien Loans.

"**New First Lien Documents**" means the New First Lien Credit Agreement, together with any other agreements and documents executed or delivered in connection therewith, each as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

"**New First Lien Facility**" means the new first lien term loan and revolving loan financing facility reflecting the terms and conditions set forth in the New First Lien Facility Term Sheet set forth in **Exhibit I** and in the New First Lien Documents.

"**New First Lien Lenders**" means the lenders party to the New First Lien Documents.

"**New First Lien Loans**" means the loans issued under the New First Lien Facility pursuant to the New First Lien Documents.

"**New Holdings Interests**" means the shares of common stock of New TopCo to be formed in connection with the merger in an Out-of-Court Transaction.

"**New Mezzanine Debt Agent**" means the administrative agent for the New Mezzanine Debt Lenders under the New Mezzanine Debt Documents, or any successor administrative agents thereunder.

"**New Mezzanine Debt Credit Agreement**" means that certain credit agreement by and among New TopCo, the New Mezzanine Debt Lenders, the New Mezzanine Debt Agent, and the other Entities party thereto from time to time for the New Mezzanine Debt Loans.

"**New Mezzanine Debt Documents**" means the New Mezzanine Debt Credit Agreement, together with any other agreements and documents executed or delivered in connection therewith, each as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

"**New Mezzanine Debt Facility**" means the new unsecured subordinated mezzanine debt financing facility reflecting the terms and conditions set forth in the New Mezzanine Debt Facility Term Sheet set forth in **Exhibit J** and in terms and conditions set forth in the New Mezzanine Debt Documents.

"**New Mezzanine Debt Lenders**" means the lenders party to the New Mezzanine Debt Documents.

"**New Mezzanine Debt Loan Commitment**" means the commitment by a New Mezzanine Debt Lender to provide a percentage of the New Mezzanine Debt Facility.

"**New Mezzanine Debt Loans**" means the loans issued under the New Mezzanine Debt Facility pursuant to the New Mezzanine Debt Documents.

"**New Non-Debtor Obligor Guaranties**" means the guaranties being provided by the Non-Debtor Obligors to the holders of the First Lien Claims pursuant to the New First Lien Credit Agreement in replacement of the Non-Debtor Obligor Guaranties.

"**New TopCo**" means that a newly formed entity that will own 100% of the interests in Output Services Group upon consummation of the Restructuring.

"**New Vox Guaranties**" means the guaranties of the indebtedness and other obligations under the New First Lien Documents being provided by the Vox Entities to the holders of indebtedness and other obligations under the New First Lien Documents.

"**Non-Debtor Obligor Guaranties**" means any guarantee of the Existing First Lien Credit Agreement provided by a Non-Debtor Obligor.

"**Non-Debtor Obligors**" has the meaning set forth in the preamble to this Agreement.

"**Opt-In Form**" means the form by which all holders of Claims and Interests may voluntarily consent to becoming a Releasing Party by checking the applicable box on such form.

"**OSG February 1 Unsecured Promissory Note**" means that certain Unsecured Promissory Note, dated as of February 1, 2022, by and between OSG Group Holdings, Inc. as borrower and the Sponsor Lender as lender.

"**OSG February 1 Unsecured Promissory Note Claims**" means all Claims against OSG Group Holdings, Inc. arising under, relating to, or in connection with the OSG February 1 Unsecured Promissory Note Loan arising under the OSG February 1 Unsecured Promissory Note.

"**OSG February 1 Unsecured Promissory Note Loan**" means the loan made pursuant to the OSG February 1 Unsecured Promissory Note.

"**OSG February 8 Unsecured Promissory Note**" means that certain Unsecured Promissory Note, dated as of February 8, 2022, by and between OSG Group Holdings, Inc. as borrower and the Sponsor Lender as lender.

"**OSG February 8 Unsecured Promissory Note Claims**" means all Claims against OSG Group Holdings, Inc. arising under, relating to, or in connection with the OSG February 8 Unsecured Promissory Note Loan arising under the OSG February 8 Unsecured Promissory Note.

"**OSG February 8 Unsecured Promissory Note Loan**" means the loan made pursuant to the OSG February 8 Unsecured Promissory Note.

"**Out-of-Court Definitive Documents**" means the documents listed in Section 3.01 of this Agreement.

"Out-of-Court Transaction" has the meaning set forth in the preamble to this Agreement.

"**Output Services Group**" means Output Services Group, Inc., a New Jersey corporation.

"**Outside Date**" means, (x) in connection with an Out-of-Court Transaction, August 24, 2022 or (y) if the Restructuring is implemented via the Chapter 11 Cases, August 31, 2022.

"**Parties**" has the meaning set forth in the preamble to this Agreement.

"**Pension Guarantee**" means the Deed of Guarantee dated 17 September 2019 between Output Services Group, Inc. and the Trustee "**Pensions Regulator**" means the body corporate established under section 1 of the UK Pensions Act 2004 (or any successor or replacement body from time to time).

"**Permitted Transferee**" means each transferee of any Claim against, or Interest in, the Company who meets the requirements of Section 9.01 of this Agreement.

"**Petition Date**" has the meaning set forth in Section 4.01 of this Agreement.

"**Plan**" means the joint prepackaged plan of reorganization to be filed by the Debtors under chapter 11 of the Bankruptcy Code that embodies the Restructuring, including all exhibits and schedules to the Plan, and any Plan Supplement, as they may be amended, supplemented or modified from time to time in accordance with the terms agreed to by the Debtors, the Required Consenting Stakeholders, and the Sponsor to the extent provided in Section 3.03 of this Agreement.

"**Plan Sponsor Parties**" means all of the Second Lien Lenders who have also made DIP Commitments as set forth herein.

"**Plan Sponsor Termination Event**" has the meaning set forth in Section 12.02 hereof.

"**Plan Sponsor Variance Termination Event**" has the meaning set forth in Section 12.02 hereof.

"**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Company with the Bankruptcy Court.

"**Prepetition Secured Credit Agreements**" means, together, the Existing First Lien Credit Agreement and the Existing Second Lien Credit Agreement.

"**Prepetition Secured Indebtedness**" means the indebtedness and obligations arising under the Prepetition Secured Credit Agreements.

"**Professional Fees**" has the meaning set forth in Section 7.04 hereof.

"**Qualified Marketmaker**" means an Entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers any Claim against, or Interest in, the Company (or enter with customers into long and short positions in the Claims against, or Interests in, the Company), in its capacity as a dealer or market maker in Claims or Interests and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

"**Related Fund**" means, with respect to any Lender that is an investment fund, any other investment fund that invests in commercial loans and that is managed or advised by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

"**Related Parties**" means to the fullest extent permitted by law, with respect to any Entity, such Entity's predecessors, successors, assigns, and affiliates (whether by operation of Law or otherwise) and subsidiaries, and each of their respective managed accounts or funds or investment vehicles, and each of their respective current and former equity holders (regardless of whether such Interests are held directly or indirectly), officers, directors, managers, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, management companies, fund advisors, direct and indirect parent Entities, "controlling persons" (within the meaning of the federal securities law), heirs, administrators and executors, and other professionals, in each case acting in such capacity whether current or former, including in their capacity as directors of the Company, as applicable. For the avoidance of any doubt, with respect to the Sponsor, Aquiline Capital Partners III GP (Offshore) LTD, Aquiline Capital Partners LLC and Aquiline Capital Partners Limited are Related Parties.

"**Release**" means the releases described in Section 14 hereof.

"**Released Party**" means, collectively, (a) each of the Consenting Stakeholders (including, without limitation, each of the Consenting First Lien Lenders, the Consenting Second Lien Lenders, and the Sponsor), (b) the Company, (c) each holder of Existing Holdings Preferred Interests who voluntarily and timely executes and returns to the Company the Opt-In Form, (d) each holder of Existing Holdings Common Interests who voluntarily and timely executes and returns to the Company the Opt-In Form, (e) the DIP Lenders, (f) the agents under each of the DIP Credit Agreement and the Prepetition Secured Credit Agreements, (g) the New First Lien Agents, (h) the New First Lien Lenders, (i) the New Mezzanine Debt Agent, (j) the New Mezzanine Debt Lenders, (k) each holder of Reorganized Common Equity, (l) each holder of New Convertible Preferred Equity, and (m) the Related Parties of each of the foregoing Entities in clauses (a) through (l) of this definition to the fullest extent permitted by law.

"**Releasing Party**" means, collectively, (a) each of the Consenting Stakeholders (including, without limitation, each of the Consenting First Lien Lenders, the Consenting Second Lien Lenders, and the Sponsor), (b) the Company, (c) each holder of Existing Holdings Preferred Interests who voluntarily and timely executes and returns to the Company the Opt-In Form, (d) each holder of Existing Holdings Common Interests who voluntarily and timely executes and returns to the Company the Opt-In Form, (e) the DIP Lenders, (f) the agents under each of the DIP Credit Agreement and the Prepetition Secured Credit Agreements, (g) the New First Lien Agents, (h) the New First Lien Lenders, (i) the New Mezzanine Debt Agent, (j) the New Mezzanine Debt Lenders, (k) each holder of Reorganized Common Equity, (l) each holder of New Convertible Preferred Equity, and (m) the Related Parties of each of the foregoing Entities in clauses (a) through (l) of this definition to the fullest extent permitted by law. For the avoidance of doubt, each of the Releasing Parties hereby grants the Release in all of its capacities, in accordance with the terms and conditions set forth in this Agreement.

"**Reorganized Common Equity**" means the shares of common stock of New TopCo authorized under the Governance Documents and issued pursuant to the Plan.

"**Reorganized Debtors**" means collectively, each of the Debtors and any successors thereto, by merger, consolidation, or otherwise, as reorganized on or after the Effective Date, in accordance with the Plan.

"**Reorganized Output Services Group**" means Output Services Group upon consummation of the Restructuring.

"**Required Accepting Equity Holders**" has the meaning set forth in the recitals to this Agreement.

"**Required Accepting Lenders**" has the meaning set forth in the recitals to this Agreement.

"**Required Accepting Parties**" has the meaning set forth in the recitals to this Agreement.

"**Required Consenting First Lien Lenders**" means, as of any date of determination, Consenting First Lien Lenders who are part of the First Lien Group and own or control as of such date at least 66-2/3% of aggregate principal amount of all outstanding First Lien Loans owned or controlled by Consenting First Lien Lenders who are part of the First Lien Group as of such date.

"**Required Consenting Second Lien Lenders**" means, as of the date of determination, all Consenting Second Lien Lenders.

"**Required Consenting Stakeholders**" means (i) the Required Consenting First Lien Lenders, and (ii) the Required Consenting Second Lien Lenders.

"**Restructuring**" has the meaning set forth in the recitals to this Agreement.

"**Restructuring Support Agreement Joinder**" means a joinder to this Agreement substantially in the form attached hereto as **Exhibit G**.

"**Restructuring Transactions**" means all actions as may be reasonably necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan or Restructuring, including: (a) the execution and delivery of appropriate agreements or other documents of merger, consolidation, or reorganization containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable Law; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (c) the filing of appropriate certificates of formation or incorporation, merger, or consolidation with the appropriate governmental authorities pursuant to applicable Law; and (d) all other actions that the Reorganized Debtors reasonably determine are necessary or appropriate.

"**Restructuring Transactions Memorandum**" means a document, in form and substance acceptable to the Company and the Required Consenting Stakeholders, to be included in the Plan Supplement that will set forth the material components of the Restructuring Transactions, including the recipients of the Reorganized Common Equity and a summary of any other transaction steps to complete the Plan.

"**Rules**" means Rule 501(a)(1), (2), (3), and (7) of the Securities Act.

"**Second Lien Agent**" means Wilmington Trust, National Association, the administrative and collateral agent for the Second Lien Lenders under the Existing Second Lien Documents, or any successor administrative agents thereunder.

"**Second Lien Amendment**" means that certain Third Amendment to the Existing Second Lien Credit Agreement, dated as of May 31, 2022, by and among Holdings, Output Services Group, the guarantors party thereto, the Second Lien Lenders, and the Second Lien Agent.

"**Second Lien Claims**" means any and all Claims against any Debtor or Non-Debtor Obligor related to, arising out of, arising under, or arising in connection with, the Existing Second Lien Documents.

"**Second Lien Lenders**" means holders of Second Lien Claims.

"**Second Lien Loans**" means the loans made pursuant to the Existing Second Lien Credit Agreement.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Solicitation Materials**" means all solicitation materials in respect of the Plan.

"**Specified Date**" means August 8, 2022.

"**Sponsor**" has the meaning set forth in the preamble to this Agreement.

"**Sponsor Equity Holder**" has the meaning set forth in the preamble to this Agreement.

"**Sponsor Globalex Interest**" means any issued, unissued, authorized, or outstanding shares of common stock, preferred stock, or other instrument evidencing the Sponsor's ownership interest in Globalex, whether or not transferable, together with any warrants, equity-based awards or contractual rights to purchase or acquire such equity interests at any time and all rights arising with respect thereto.

"**Sponsor Lender**" has the meaning set forth in the preamble to this Agreement.

"**Term Sheets**" has the meaning set forth in the recitals to this Agreement.

"**Termination Date**" means the date on which termination of this Agreement is effective in accordance with Section 12 of this Agreement.

"**Transfer**" means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate, or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales, or other transactions).

"**Transfer Agreement Joinder**" means an executed form of the transfer agreement joinder providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit F**.

"**Trustee**" means Communisis Trustee (2011) Company Limited in its capacity as sole trustee of the UK DB Plan, together with any additional or replacement trustee(s) of the UK DB Plan from time to time.

"**UK DB Plan**" means the Communisis UK DB Plan, currently governed by a Definitive Deed and Rules dated 15 May 2007 (as amended from time to time).

"**UK Pension Approvals and Ratification**" shall mean confirmations given by the Company or received by the Company and the Consenting Stakeholders, in form and substance satisfactory to the Company and the Plan Sponsor Parties, after consultation with the Required Consenting First Lien Lenders and the Sponsor, (A) relating to the UK DB Plan, including that (i) the Trustee has been notified of the key terms of the Restructuring relevant to the UK DB Plan's employer covenant; (ii) the Trustee has confirmed in writing that it either (a) considers the Restructuring will not be materially detrimental to the covenant supporting the UK DB Plan or (b) it does not object to the Restructuring proceeding, (iii) the Trustee has not notified the Company of its intention to carry out an actuarial valuation (within the meaning of s.224(2)(a) of the UK Pensions Act 2004) for the UK DB Plan with an effective date of earlier than March 31, 2023, not requested or demanded any employer contributions in addition to those set out in the recovery plan and schedule of contributions dated July 27, 2021 to, or other financial support for, the UK DB Plan (except for any amended and restated version of the Pension Guarantee that may be agreed pursuant to the Restructuring Term Sheet) and not triggered or threatened to trigger the winding-up of the UK DB Plan (in whole or in part) and (iv) the Pensions Regulator shall not have raised any material concerns in relation to the Restructuring, issued, or indicated that it will issue, a warning notice in relation to the Restructuring or otherwise in relation to the UK DB Plan for the purposes of the UK Pensions Act 2004, issued a contribution notice or financial support direction in relation to the Restructuring or otherwise in relation to the UK DB Plan for the purposes of the UK Pensions Act 2004 or exercised or threatened to exercise any power, or impose any penalty, in relation to the Restructuring or otherwise in relation to the UK DB Plan pursuant to section 58A, section 58B, section 58C or section 58D of the UK Pensions Act 2004; and (B) evidencing that Output Services Group shall have assumed the Pension Guarantee or have agreed with the Trustee an amended and restated version of the United Kingdom Pension Guarantee or other security or financial support in form and substance satisfactory to the Trustee, the Company and the Plan Sponsor Parties.

"**Variance Report**" has the meaning set forth in Section 7.01 hereof.

"**Voting Deadline**" means the date by which each Party must vote in support of the Out-of-Court Transaction and Plan, which date shall be no later than July 29, 2022.

"**Vox Entities**" means the Entities listed on **Exhibit B-2** attached hereto.

1.02 Interpretation. For purposes of this Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; *provided* that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(d) unless otherwise specified, all references herein to "**Sections**" are references to Sections of this Agreement;

(e) the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(f) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(g) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws;

(h) the use of "include" or "including" is without limitation, whether stated or not; and

(i) the phrase "counsel to each of the Consenting Stakeholders" refers in this Agreement to each counsel specified in Section 16.10 other than counsel to the Company.

Section 2. Effectiveness of this Agreement and the Restructuring.

2.01 Effectiveness of this Agreement. This Agreement shall become effective and binding upon each of the Parties at 12:00 a.m., New York time, on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) the Company shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Consenting Stakeholders;

(b) the following shall have executed and delivered to the Company counterpart signature pages of this Agreement:

(i) Consenting First Lien Lenders holding not less than 75% of the aggregate amount of the outstanding First Lien Claims;

(ii) the Consenting Second Lien Lenders holding not less than 100% of the aggregate amount of the outstanding Second Lien Claims; and

(iii) the Sponsor;

(c) the Company shall have delivered to the Consenting Stakeholders, in form and substance acceptable to the Plan Sponsor Parties and the Required Consenting First Lien Lenders, a 17-week statement of projected receipts, disbursements, net cash flow, liquidity and loans for the immediately following consecutive 17 weeks, set forth on a weekly basis (the "**Budget**");

(d) the Company shall have received the proceeds of the 2022 Incremental Loans (as defined in the Second Lien Amendment) and the First Lien Limited Waiver and the Second Lien Amendment shall be in full force and effect; and

(e) counsel to the Company shall have given notice to counsel to each of the Consenting Stakeholders in the manner set forth in Section 16.10 of this Agreement (by email or otherwise) that the conditions to the Agreement Effective Date set forth in this Section 2.01 have occurred.

2.02 Effectiveness of the Restructuring. (A) After the Agreement Effective Date, but not before July 31, 2022, unless with the prior written consent of the Plan Sponsor Parties, the Restructuring may be consummated through either (i) the consummation of the Out-of-Court Transaction accepted by the Required Accepting Lenders (or such lower threshold for Required Accepting Lenders as determined by the Plan Sponsor Parties in their sole discretion and the Company) and the Required Accepting Equity Holders, or (ii) the consummation of the Plan after the filing of the Chapter 11 Cases; (B) on the Specified Date, via the consummation of the Out-of-Court Transaction accepted by the Required Accepting Lenders (or such lower threshold for Required Accepting Lenders as determined by the Plan Sponsor Parties in their sole discretion and the Company) and the Required Accepting Equity Holders, or (C) on the Specified Date, assuming either: (i) the Required Accepting Lenders (or such lower threshold for Required Accepting Lenders as determined by the Plan Sponsor Parties in their sole discretion) and the Required Accepting Equity Holders have not consented to the Out-of-Court Transaction, or (ii) the Plan Sponsor Parties determine necessary or appropriate after consultation with the Required Consenting First Lien Lenders, via the consummation of the Plan after the filing of the Chapter 11 Cases and subject to the following conditions precedent, as applicable:

(a) This Agreement shall continue to be in full force and effect and shall not have been terminated by (1) the Required Consenting First Lien Lenders, (2) the Company, (3) any of the Plan Sponsor Parties, or (4) the Sponsor;

(b) Immediately prior to and on the Effective Date, the Company shall have a minimum of $12.5 million in cash on its consolidated balance sheet, unless such condition is waived in writing by the Plan Sponsor Parties, with written notice to counsel to the Company, the Consenting First Lien Lenders and the Sponsor, with e-mail being sufficient;

(c) Each of the Definitive Documents, as applicable, shall be in full force and effect (including, without limitation, shall not be stayed, modified, revised, or vacated, or subject to any pending appeal), and shall not have been terminated prior to the Effective Date;

(d) All of the actions set forth in the Exchange Agreement or Restructuring Transactions Memorandum, as applicable, shall have been completed and implemented;

(e) Each of (a) the New First Lien Facility, (b) the New Mezzanine Debt Facility, (c) the New Convertible Preferred Equity, and (d) the Reorganized Common Equity, shall have been issued and any funding required thereunder shall have occurred substantially contemporaneously with consummation of the Restructuring, in each case, in accordance with the terms thereof and hereof in all respects;

(f) This Agreement shall not have been terminated in accordance with its terms, and there shall not have occurred and be continuing any event, act, or omission that, but for the expiration of time, would permit any Required Consenting Stakeholder to terminate the Agreement in accordance with its terms upon the expiration of such time; *provided, however*, that, solely for the purposes of this Section 2.02(f), any election to terminate this Agreement as a result of such event, act, or omission must be made within one (1) Business Day of the Required Consenting Stakeholders becoming aware of such act, or omission that that would entitle them to terminate the Agreement in accordance with its terms; *provided further*, for the avoidance of doubt, other than the foregoing, it is not a condition precedent to the Restructuring that a termination event that permits a Required Consenting Stakeholder to terminate this Agreement does not exist;

(g) Any and all requisite regulatory approvals, KYC requirements, and any other authorizations, consents, rulings, or documents required to implement and effectuate the Restructuring shall have been obtained;

(h) The Professional Fees shall have been paid in accordance with Section 7.04 hereof;

(i) The satisfaction or waiver of the conditions to the effectiveness of the New First Lien Facility set forth in the New First Lien Credit Agreement (other than the occurrence of the Effective Date);

(j) The Company shall have used commercially reasonable best efforts to obtain the UK Pension Approvals and Ratification; and

(k) Such other conditions as mutually agreed by the Company and the Required Consenting Stakeholders, after consultation with the Sponsor.

2.03 Acknowledgement and Consent of Certain Divestitures. Each of the Consenting Stakeholders party to this Agreement acknowledges and agrees that the Company may consummate the divestitures of the following business lines by no later than June 25, 2022: (i) the Pisa Group, Inc. and Telereach, Inc.; (ii) Paybox Corp; and (iii) Formost MediaOne.

Section 3. Definitive Documents.

3.01 The definitive documents governing the Restructuring in the Out-of-Court Transaction shall consist of this Agreement and the following (collectively, the "**Out-of-Court Definitive Documents**"): (a) the Governance Documents; (b) the New First Lien Documents, (c) the New Mezzanine Debt Documents; (d) the New Convertible Preferred Equity Documents, (e) the Management Incentive Plan; (f) the Exchange Agreement; (g) the Mutual Release

Agreement; (h) the CVR Agreement and the CVR Certificates; (i) such other agreements, and documentation necessary or desirable to consummate and document the transactions contemplated by this Agreement and the Term Sheets; (j) to the extent not included in (a) through (i), all financing documents needed to effectuate the Restructuring; and (k) all other material customary documents delivered in connection with transactions of this type (including, without limitation, any and all other documents implementing, achieving, contemplated by or relating to the Restructuring).

3.02 The definitive documents governing the Restructuring under the Plan shall consist of this Agreement and the following (collectively, the "**In-Court Definitive Documents**"): (a) the Governance Documents; (b) the New First Lien Documents, (c) the New Mezzanine Debt Documents; (d) the New Convertible Preferred Equity Documents, (e) the Management Incentive Plan; (f) the Plan; (g) the Confirmation Order; (h) the Disclosure Statement; (i) the order of the Bankruptcy Court approving the Disclosure Statement and the other Solicitation Materials (together, the "**Disclosure Statement Order**"); (j) the CVR Agreement and the CVR Certificates; (k) any additional documents or exhibits comprising the Plan Supplement; (l) the DIP Facility Documents, including for the avoidance of doubt, the DIP Orders; (m) the Opt-In Form; (m) such other motions, orders, agreements, and documentation necessary or desirable to consummate and document the transactions contemplated by this Agreement, the Term Sheets, and the Plan; (n) the Restructuring Transactions Memorandum; (o) to the extent not included in (a) through (n), all financing documents needed to effectuate the Restructuring; and (p) all other material customary documents delivered in connection with transactions of this type (including, without limitation, any and all other documents implementing, achieving, contemplated by or relating to the Restructuring).

3.03 The Definitive Documents remain subject to negotiation and completion and shall be in all respects consistent with this Agreement, including the Term Sheets annexed hereto, and shall be otherwise in form and substance acceptable to the Company and the Plan Sponsor Parties and, with respect to (A)(i) those Definitive Documents referred to in Sections 3.01(b), (f), and (g), and 3.02 (b), (f), (g), (k), and (l) and (ii) any Definitive Document that adversely affects in any respect, or upon the effectiveness thereof will adversely affect in any respect, any of the First Lien Lenders (including any of the indebtedness or obligations under any of the Existing First Lien Documents or any rights or remedies of the First Lien Lenders thereunder) or any of the New First Lien Lenders (including any of the indebtedness or obligations under any of the New First Lien Documents or any rights or remedies of the New First Lien Lenders thereunder), in either such case such Definitive Document shall be in form and substance acceptable to the Required Consenting First Lien Lenders and with respect to all other Definitive Documents, reasonably acceptable to the Required Consenting First Lien Lenders, and (B) with respect to all Definitive Documents other than 3.01(b) and(c) and 3.02 (b) and (c), reasonably acceptable to the Sponsor solely to the extent that any such Definitive Document adversely affects, or upon the effectiveness thereof will adversely affect, the economic treatment of the Sponsor under this Agreement, or the rights expressly provided to the Sponsor under this Agreement. The Company and the Plan Sponsor Parties shall (i) provide the Sponsor and Consenting First Lien Lenders with a reasonable opportunity to review all of the Definitive Documents prior to their completion and (ii) consult with the Sponsor and Consenting First Lien Lenders regarding the Definitive Documents. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter or instrument related to the Restructuring shall contain terms, conditions,

representations, warranties, and covenants consistent in all respects with the terms of this Agreement, as they may be modified, amended, or supplemented in accordance with Section 15.

Section 4. Milestones; Consummation of Restructuring.

4.01 The following milestones (each, a "**Milestone,**" and together, the "**Milestones**") shall apply to this Agreement unless extended or waived in writing by the Plan Sponsor Parties, after consultation with the Required Consenting First Lien Lenders; *provided*, *however*, that any extension of the Milestones set forth in Sections 4.01(h) or (i) shall also require the written consent of the Required Consenting First Lien Lenders:

(a) Notification by the Company, in a manner acceptable to the Plan Sponsor Parties, after consultation with the Required Consenting First Lien Lenders and Sponsor, to the Trustee regarding the Restructuring by no later than June 8, 2022;

(b) Delivery by the Debtors to counsel of each of the Plan Sponsor Parties, the Required Consenting First Lien Lenders, and the Sponsor of drafts of the Plan, Disclosure Statement, Exchange Agreement, and Restructuring Transactions Memorandum by no later than June 27, 2022;

(c) Receipt by the Company of notification from the Trustee, in form and substance acceptable to the Plan Sponsor Parties and reasonably acceptable to the Required Consenting First Lien Lenders, by no later than July 1, 2022, that the Trustee either considers that the Restructuring will not be materially detrimental to the employer covenant supporting the UK DB Plan or does not object to the Restructuring;

(d) Commencement by the Debtors of solicitation of acceptances of the Out-of-Court Restructuring and, in the alternative, Plan to occur by no later than July 15, 2022;

(e) Delivery by the Debtors to counsel of each of the Plan Sponsor Parties, the Required Consenting First Lien Lenders, and the Sponsor by no later than July 20, 2022, of drafts of all the "first-day" and "second-day" pleadings, motions and applications, including, without limitation, all voluntary petitions and schedules, the Confirmation Order, and an order of the Bankruptcy Court approving the Disclosure Statement and the Solicitation Materials, in each case that the Company contemplates filing on the Petition Date in the Chapter 11 Cases;

(f) Delivery by the Debtors to counsel of each of the Plan Sponsor Parties, Required Consenting First Lien Lenders, and the Sponsor by no later than July 25, 2022, of drafts of all documents or exhibits comprising the Plan Supplement;

(g) Delivery by the Debtors to counsel of each of the Plan Sponsor Parties, the Required Consenting First Lien Lenders, and the Sponsor of a report certifying the results of the solicitation of acceptances of the Plan by no later than July 30, 2022;

(h) If the Chapter 11 Cases are not filed on or prior to the Specified Date and the Out-of-Court Transaction is accepted by the Required Accepting Lenders (or such lower threshold for Required Accepting Lenders as determined by the Plan Sponsor Parties in their sole discretion and the Company) and the Required Accepting Equity Holders, then, unless the Plan Sponsor Parties

and the Company determine necessary or appropriate after consultation with the Required Consenting First Lien Lenders to consummate the Restructuring via the Plan, the Restructuring shall be consummated on the Specified Date via an Out-of-Court Transaction, pursuant to the terms of the applicable Out-of-Court Definitive Documents;

(i) If, on or prior to the Specified Date, either: (x) the Required Accepting Lenders (or such lower threshold for Required Accepting Lenders as determined by the Plan Sponsor Parties and the Company) and the Required Accepting Equity Holders have not executed and delivered counterpart signature pages to the Definitive Documents such that the Out-of-Court Transaction was consummated pursuant to the terms of the applicable Out-of-Court Definitive Documents, or (y) it is determined necessary or appropriate by the Plan Sponsor Parties after consultation with the Required Consenting First Lien Lenders to consummate the Restructuring via the Plan, the filing of chapter 11 petitions by the Debtors with the Bankruptcy Court (the "**Petition Date**") to occur not later than the Specified Date;

(j) Entry of the Interim DIP Order not later than 5 days after the Petition Date;

(k) Entry of the Disclosure Statement Order and the Confirmation Order by the Bankruptcy Court not later than seven (7) days after the Petition Date;

(l) Entry of the Final DIP Order by the Bankruptcy Court not later than 17 days after the Petition Date; and

(m) Occurrence of the Effective Date of the Plan not later than the Outside Date.

Section 5. Commitments of the Consenting Stakeholders.

5.01 General Commitments, Forbearances, and Waivers.

(a) During the Agreement Effective Period, each Consenting Stakeholder agrees (and with respect to (iv), (v), and (vi) below, only the Consenting First Lien Lenders and the Consenting Second Lien Lenders agree; and with respect to (vii) and (viii) below, only the Sponsor agrees), severally and not jointly and severally, in respect of all of its Claims against, or Interests in, the Company, to:

(i) timely vote (to the extent required to vote) to accept both the Out-of-Court Restructuring and, in the alternative, the Plan and use commercially reasonable efforts to support and exercise any powers or rights available to it (including, subject to the other terms of this Agreement, in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in favor of any matter requiring approval to the extent necessary to effectuate the Restructuring and the Plan, and to implement the terms of the Term Sheets in accordance with this Agreement; *provided* that no Consenting Stakeholder shall be obligated to (x) waive (to the extent waivable by such Consenting Stakeholder) any condition to the consummation of any part of the Restructuring set forth in this Agreement or (y) approve any Definitive Document that is not in form and substance reasonably acceptable to such Consenting Stakeholder if such Definitive Document is required to be in form and

substance reasonably acceptable to such Consenting Stakeholder pursuant to this Agreement, including pursuant to Section 3.03;

(ii) at the reasonable request of the Company, reasonably cooperate with and assist the Company in obtaining additional support for the Restructuring and the Plan from the Company's other stakeholders;

(iii) negotiate in good faith and, to the extent it is a party thereto, execute and deliver the Definitive Documents;

(iv) give any notice, order, instruction, or direction to the applicable Agents necessary to give effect to the Restructuring on the Effective Date;

(v) consent to the treatment of Claims set forth in the Plan or Out-of-Court Transaction, as applicable, as to the Debtors as also applicable to Claims under the Prepetition Secured Credit Agreements against the Non-Debtor Obligors;

(vi) forbear from exercising any remedies with respect to (x) any Defaults or Events of Default (as defined in either of the Prepetition Secured Credit Agreements) under the Prepetition Secured Credit Agreements other than any such Defaults or Events of Default under the Existing First Lien Credit Agreement or Existing Second Lien Credit Agreement, as applicable, as a result of the failure to perform or observe any term, covenant or agreement contained in Sections 7.01 (*Liens*), 7.02 (*Investments*), 7.03 (*Indebtedness*), 7.04 (*Fundamental Changes*), 7.05 (*Dispositions*), 7.06 (*Restricted Payments*), 7.08 (*Transactions with Affiliates*), 7.10 (*Division*) and 7.13 (*Prepayments, Etc. of Junior Financing*) thereof unless such Defaults or Events of Default are Specified Events of Default under the First Lien Limited Waiver or the Second Lien Amendment, as applicable, or (y) the failure to perform or observe any term, covenant or agreement contained in Section 4(h) of the First Lien Limited Waiver (Basket Capacity) or the Second Lien Amendment, as applicable, with respect to both Debtors and Non-Debtor Obligors, and refrain from directing the applicable Agent (as defined in either of the Prepetition Secured Credit Agreements) to exercise any such remedies; provided, however, that nothing in this clause (vi) shall require the Consenting First Lien Lenders or the Consenting Second Lien Lenders to waive any default or event of default, or any of the obligations arising under, or liens or other encumbrances created by, any of the Existing First Lien Documents or Existing Second Lien Documents;

(vii) consent to the treatment of Claims and Interests set forth in the Plan or Out-of-Court Transaction, as applicable, relating to all Globalex Secured Note Claims, OSG February 1 Unsecured Promissory Note Claims, OSG February 8 Unsecured Promissory Note Claims, Existing Holdings Preferred Interests, Existing Holdings Common Interests, and Sponsor Globalex Interests;

(viii) forbear from exercising any remedies with respect to any defaults or events of default applicable to the Globalex Secured Note, OSG February 1 Unsecured Promissory Note, OSG February 8 Unsecured Promissory Note, and refrain from exercising any applicable remedies; and

(ix) effectuate, or direct the applicable Agent to effectuate, through the implementation of the New First Lien Credit Agreement, (x) the replacement of the Non-Debtor Obligor Guaranties as of the Effective Date of the Plan with the New Non-Debtor Obligor Guaranties and (y) the issuance of the New Vox Guaranties.

(b) During the Agreement Effective Period, each Consenting Stakeholder agrees (and with respect to (vii) and (viii) below, only the Consenting First Lien Lenders and the Consenting Second Lien Lenders agree; and with respect to (viii) and (ix) below, only the Sponsor agrees), severally and not jointly and severally, in respect of all of its Claims against, or Interests in, the Company, that it shall not directly or indirectly:

(i) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring;

(ii) solicit, propose, file, support, vote for, or consent to any Alternative Restructuring Proposal or engage in any discussions or negotiations with any person related to an Alternative Restructuring Proposal;

(iii) file any motion, pleadings, or other document with any court (including any modification or amendments to any motion, pleadings, or other document with any court) that, in whole or in part, violates the terms of this Agreement;

(iv) exercise, or direct any other person (including the applicable Agent) to exercise, any right or remedy for the enforcement, collection, or recovery of any Claims against, or Interests in, the Company; *provided* that nothing in this Agreement shall prevent any Consenting Stakeholder from (A) filing a proof of claim in the Chapter 11 Cases on behalf of its respective Claims or (B) enforcing this Agreement or any Definitive Document or as otherwise permitted under this Agreement;

(v) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the Restructuring against the Company, or the other Parties other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement;

(vi) object to, delay, impede, or take any other action to interfere with the Company's ownership and possession of its assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code;

(vii) object to or take any other action to interfere with the treatment of Claims set forth in the Plan or Out-of-Court Transaction, as applicable, as to the Debtors as also being applicable to Claims under the Prepetition Secured Credit Agreements against the Non-Debtor Obligors;

(viii) object to, delay, impede, or take any action to prevent or interfere with the replacement of the Non-Debtor Obligor Guaranties as of the Effective Date of the Plan with the New Non-Debtor Obligor Guaranties; or

(ix) object to or take any other action to interfere with the treatment of Claims or Interests set forth in the Plan or Out-of-Court Transaction, as applicable, relating to any Globalex Secured Note Claims, OSG February 1 Unsecured Promissory Note Claims, OSG February 8 Unsecured Promissory Note Claims, Existing Holdings Preferred Interests, Existing Holdings Common Interests, and Sponsor Globalex Interests to the Debtors as also being applicable to Claims under the Prepetition Secured Credit Agreements against the Non-Debtor Obligors.

5.02 Commitments with Respect to Chapter 11 Cases. During the Agreement Effective Period, each Consenting Stakeholder that is entitled to vote to accept or reject the Plan pursuant to its terms, severally, and not jointly, agrees (and with respect to (e) below, only the Consenting First Lien Lenders and the Consenting Second Lien Lenders agree) that it shall, subject to receipt by such Consenting Stakeholder, whether before or after the commencement of the Chapter 11 Cases, of the Solicitation Materials:

(a) vote each of its Claims against, or Interests in, the Company to accept the Out-of-Court Transaction by delivering and releasing all necessary signature pages to the Definitive Documents necessary to effectuate the Out-of-Court Transaction on a timely basis following the commencement of the solicitation of the Out-of-Court Transaction and its actual receipt of the Solicitation Materials and the ballot, and execution of the Mutual Release Agreement , but in no event later than the Voting Deadline;

(b) vote each of its Claims against, or Interests in, the Company to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot, and affirmatively "opt in" to any releases under the Plan by timely executing and returning to the Company the applicable Opt-In Form, but in no event later than the Voting Deadline;

(c) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) the vote or election referenced in 5.02(a); *provided, however*, that nothing in this Agreement shall prevent any party from changing, withdrawing, amending, or revoking (or causing the same) its consent or vote with respect to the Plan if this Agreement has been terminated with respect to such Party(it being understood that any termination of the Agreement Effective Period shall entitle each Consenting Stakeholder to change its vote in accordance with section 1127(d) of the Bankruptcy Code, and the Solicitation Materials with respect to the Plan shall be consistent with this proviso);

(d) consent to and accept the treatment of Claims and Interests set forth in the Plan, and the consideration being provided in the Definitive Documents, with respect to any Claims or Interests held against the Non-Debtor Obligors; and

(e) consent to the replacement of the Non-Debtor Obligor Guaranties as of the Effective Date of the Plan with the New Non-Debtor Obligor Guaranties.

Section 6. Additional Provisions Regarding the Consenting Stakeholders' Commitments.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall:

(a) affect the ability of any Consenting Stakeholder to consult with any other Consenting Stakeholder, the Company, or any other party in interest in the Chapter 11 Cases regarding the Restructuring;

(b) limit or impair the ability of a Consenting First Lien Lender to purchase, Transfer or enter into any transactions regarding its Claims against, or Interests in, the Company, subject to the terms hereof, including, for the avoidance of doubt, Section 9 hereof

(c) impair or waive the rights of any Consenting Stakeholder to assert or raise any objection not prohibited by this Agreement in connection with the Restructuring;

(d) impair or waive the rights of any Consenting Stakeholder to appear as a party in interest in any matter to be adjudicated in the Chapter 11 Cases, so long as such appearance and the positions advocated in connection therewith are not prohibited by this Agreement;

(e) prevent any Consenting Stakeholder from enforcing this Agreement or any Definitive Document or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement or any Definitive Document;

(f) require any Consenting Stakeholder to incur, assume, become liable in respect of or suffer to exist any expenses, liabilities or other obligations, or agree to or become bound by any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations to such Consenting Stakeholder other than as expressly described in this Agreement;

(g) prevent any Consenting Stakeholder from protecting and preserving its rights, remedies, and interests, including its Claims against, or Interests in, the Company to the extent not inconsistent with this Agreement;

(h) other than as expressly set forth herein, limit the rights or obligations of any Consenting First Lien Lender or Consenting Second Lien Lender under, or constitute a waiver or amendment of any term or provision of any of, the Prepetition Secured Credit Agreements or the Existing Intercreditor Agreement;

(i) constitute a termination or release of any liens on, or security interests in, any of the assets or properties of the Company that secure the obligations under any of the Prepetition Secured Credit Agreements; or

(j) require or obligate any Consenting Stakeholder to (i) waive (to the extent waivable by such Consenting Stakeholder) any condition to the consummation of any part of the Restructuring set forth in this Agreement, or (ii) approve any Definitive Document that is not in form and substance acceptable or reasonably acceptable, as applicable, to such Consenting Stakeholder if such Definitive Document is required to be in form and substance acceptable or

reasonably acceptable to such Consenting Stakeholder pursuant to this Agreement, including pursuant to Section 3.03.

Section 7. Commitments of the Company.

7.01 Affirmative Commitments. Except as set forth in Section 8, during the Agreement Effective Period, the Company agrees to:

(a) support and take all steps reasonably necessary or reasonably requested by a Consenting Stakeholder to consummate the Restructuring and Plan in accordance with this Agreement and within the timeframes outlined herein;

(b) use commercially reasonable efforts to obtain, file, submit, or register any and all required governmental, regulatory and/or third-party approvals, filings, registrations, or notices that are necessary or advisable for the implementation or consummation of the Restructuring;

(c) comply with the Milestones set forth in Section 4.01 of this Agreement (as may be extended by written agreement of the Company and Plan Sponsor Parties (and, with respect to Sections 4.01(h) and (i), the Required Consenting First Lien Lenders);

(d) if the Required Accepting Lenders (or such lower threshold for Required Accepting Lenders as determined by the Plan Sponsor Parties and the Company) and the Required Accepting Equity Holders do not accept the Out-of-Court Transaction prior to or on July 31, 2022, file the chapter 11 petitions of the Debtors on the Specified Date (or such later date as the Company, the Plan Sponsor Parties, and the Required Consenting First Lien Lenders may agree in writing);

(e) use commercially reasonable efforts to actively and timely oppose and object to the efforts of any person seeking in any manner to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring or the Plan (including, if applicable, the Debtors' timely filing of objections or written responses in the Chapter 11 Cases) to the extent such opposition or objection is reasonably necessary or desirable to facilitate implementation of the Restructuring or the Plan after consultation with the Plan Sponsor Parties, the Required Consenting First Lien Lenders, and the Sponsor;

(f) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other agreements necessary or desirable to effectuate and consummate the Restructuring and Plan as contemplated by this Agreement;

(g) use commercially reasonable efforts to seek additional support for the Restructuring and the Plan from their other material stakeholders to the extent reasonably prudent;

(h) upon reasonable request of any Consenting Stakeholder, inform counsel to such Consenting Stakeholder as to: (i) the status and progress of the Restructuring, including progress in relation to the negotiations of the Definitive Documents; (ii) the status and progress of any discussions with the Trustee and the Pensions Regulator regarding the UK DB Plan and (iii) the status of obtaining any necessary or desirable authorizations (including any consents) from each Consenting Stakeholder, any competent judicial body, governmental authority, banking, taxation, supervisory, or regulatory body, or any stock exchange;

(i) operate the business of the Company in the ordinary course of its business in a manner that is consistent with its past practices and this Agreement, and use reasonable best efforts to preserve intact the Company's business organization and relationships with third parties (including, without limitation, suppliers, distributors, customers, and governmental and regulatory authorities and employees);

(j) use commercially reasonable efforts to ensure that the Entities listed on **Exhibit B-2** attached hereto (the "**Vox Entities**") execute this Agreement as soon as practicable, and in no event, later than June 14, 2022; and

(k) commencing on the first Thursday after the Agreement Effective Date, on a weekly basis thereafter during the Agreement Effective Period:

(i) deliver to the Consenting Stakeholders a variance report in form and methodology acceptable to the Plan Sponsor Parties and the Required Consenting First Lien Lenders (each, a "**Variance Report**") with respect to the immediately prior week ended the last business day of such week, setting forth (A) the actual cash receipts and disbursements for such immediately preceding week on a line-item basis and available cash on hand as of the end of such week, (B) the variance in dollar amounts of the actual receipts and disbursements for each weekly period from those reflected for the corresponding period in the Budget, and (C) a description of the nature of any material positive or negative variance in each line item in the Budget; *provided*, that the Variance Report delivered on the first Thursday after the Agreement Effective Date and the subsequent two Variance Reports shall be on a then-cumulative basis and thereafter, the Variance Reports shall be tested cumulatively on a four-week rolling basis;

(ii) deliver to the Consenting Stakeholders an accounts receivable report in form acceptable to the Plan Sponsor Parties and the Required Consenting First Lien Lenders (each, an "**A/R Report**") with respect to the immediately prior week ended the last business day of such week, setting forth the latest information that is available and being utilized by the Company related to the status of billings, accounts receivable aging or other supporting information with applicable caveats for consolidation and the timing of internal cash recording, and accounts payable aging, including any qualitative or quantitative detail that is available on tightening of terms or similar demands;

(iii) deliver to the Consenting Stakeholders any additional diligence regarding cash flows and working capital as requested by the Plan Sponsor Parties and the Required Consenting First Lien Lenders; and

(iv) conduct weekly conference calls and/or video calls among FTI Consulting, Inc., the Company, the Company's other financial advisors, and the financial advisors of the Plan Sponsor Parties and Required Consenting First Lien Lenders to discuss all financial information and restructuring initiatives.

(l) timely file a formal objection (after consultation with counsel to the Consenting First Lien Lenders or Consenting Second Lien Lenders) to any motion, application or proceeding challenging (i) the amount, validity, allowance, character, enforceability or priority of any First

Lien Claims or any Second Lien Claims of any of the Consenting First Lien Lenders or Consenting Second Lien Lenders, or (ii) the validity, enforceability or perfection of any lien or other encumbrance securing any First Lien Claims or any Second Lien Claims of any of the Consenting First Lien Lenders or Consenting Second Lien Lenders;

7.02 The Company acknowledges, agrees, and shall not dispute that after the commencement of the Chapter 11 Cases, the giving of notice of termination by any Party pursuant to this Agreement shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code (and the Company hereby waives, to the extent legally possible, the applicability of the automatic stay to the giving of such notice); *provided* that nothing herein shall prejudice any Party's rights to argue that the giving of notice of default or termination was not proper under the terms of this Agreement.

7.03 Negative Commitments. Except as set forth in Section 8 of this Agreement, during the Agreement Effective Period, the Company shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring or the Plan or otherwise commence any proceeding opposing any of the terms of this Agreement or any of the other Definitive Documents;

(b) take any action, or encourage any other person or Entity to take any action, that is inconsistent in any material respect with, or is intended or would reasonably be expected to frustrate or impede approval, implementation, and consummation of the Restructuring or the Plan;

(c) seek, solicit, support, encourage, propose, consent to, vote for, or enter into any agreement regarding any Alternative Restructuring Proposal;

(d) (i) seek discovery in connection with, prepare, or commence an avoidance action or other legal proceeding that challenges (A) the amount, validity, allowance, character, enforceability, or priority of any Claims against, or Interests in, the Company of any of the Consenting Stakeholders, or (B) the validity, enforceability, or perfection of any lien or other encumbrance securing any Claims against, or Interests in, the Company of any of the Consenting Stakeholders, or (ii) support any third party in connection with any of the acts described in clause (i) hereof;

(e) execute, deliver and/or file any Definitive Document (including any amendment, supplement or modification of, or any waiver to, any Definitive Document) that, in whole or in part, is not consistent in all material respects with this Agreement;

(f) seek or obtain additional funding or financing without the prior written consent of the Plan Sponsor Parties, unless (i) a Plan Sponsor Termination Event has occurred and has not been either waived by the Plan Sponsor Parties or, with respect to a Plan Sponsor Variance Termination Event, become unenforceable as a result of ten (10) Business Days having lapsed after the receipt by the Plan Sponsor Parties of the Variance Report giving rise to such Plan Sponsor Variance Termination Event, and (ii) the Company shall have less than $10.0 million in liquidity on a consolidated basis; or

(g) file any motion, pleading, or other document with any court (including any modification or amendments to any motion, pleadings, or other document with any court) that, in whole or in part, is not consistent with this Agreement in any material respect.

7.04 Professional Fees.

(a) In accordance with the terms set forth in this Agreement, the Company shall pay the reasonable and documented fees and out-of-pocket expenses of each of the following advisors (collectively, the "**Professional Fees**"): (i) Ropes & Gray LLP ("**Ropes**"), counsel to the Company; (ii) one (1) local counsel to the Company ("**Company Local Counsel**"); (iii) FTI Consulting, Inc. ("**FTI**"), as financial advisor to Ropes; (iv) Evercore Group L.L.C. ("**Evercore**), as financial advisor to Ropes; (v) BDO USA, LLP, as tax advisor to the Company ("**BDO**"); (vi) Addleshaw Goddard LLP ("**Addleshaw**"), as U.K. pension counsel to the Company; (vii) Interpath Ltd., ("**Interpath**"), as U.K. pension advisor to the Company; (viii) Isio Group Ltd and Isio Services Ltd ("**Isio**"), as U.K. pension advisor to the Company; (ix) one (1) claims, noticing, and solicitation agent for the Debtors ("**Claims Agent**," and together with Ropes, Company Local Counsel, FTI, Evercore, BDO, Addleshaw, and Interpath, the "**Company Advisors**"); (x) Paul Hastings LLP ("**Paul Hastings**"), as counsel to the First Lien Group; (xi) PJT Partners LP ("**PJT**"), as financial advisor to the First Lien Group; (xii) one (1) local counsel to the First Lien Group ("**First Lien Advisors Local Counsel**"); (xiii) Ashurst LLP, ("**Ashurst**," and together with Paul Hastings, PJT, and First Lien Advisors Local Counsel, the "**First Lien Advisors**"), as United Kingdom counsel to the First Lien Group; (xiv) Latham & Watkins LLP ("**Latham**"), as counsel to Pemberton Strategic Credit Holdings Sarl, Pemberton Managed Account A Holdings Sarl, Pemberton Managed Account B Holdings Sarl, PEMBERTON MID-MARKET DEBT HOLDINGS III (USD CO-INVESTMENT), a compartment of Pemberton Mid-Market Debt III Master Holdco SV S.à.r.l., PEMBERTON STRATEGIC CREDIT HOLDINGS II (A), a compartment of Pemberton Strategic Credit II Master Holdco SV S.à.r.l., Pemberton Strategic Credit Holdings II (B), a compartment of Pemberton Strategic Credit II Master Holdco SV S.à.r.l. (collectively, "**Pemberton**"); (xv) Houlihan Lokey, Inc. ("**Houlihan**") as financial advisor to Latham; (xvi) one (1) local counsel to Pemberton ("**Pemberton Advisors Local Counsel**"), (xvii) PricewaterhouseCoopers LLP ("**PwC**," and together with Latham, Houlihan, and Pemberton Advisors Local Counsel, the "**Pemberton Advisors**"), as tax advisor and as U.K. pension advisor to Pemberton; (xviii) Akin Gump Strauss Hauer & Feld LLP ("**Akin**"), as counsel to GoldPoint Partners, LLC, GoldPoint Mezzanine Partners IV, LP, and GoldPoint Private Credit Fund, LP (collectively, "**GoldPoint**"); (xix) one (1) local counsel to Goldpoint ("**GoldPoint Local Counsel**"), (xx) Carl Marks & Co. ("**Carl Marks**, and together with Akin and Goldpoint Local Counsel, the "**GoldPoint Advisors**"), as financial advisor to GoldPoint; and (xxi) other professional advisors to the DIP Lenders (in each case in (x) to (xx), in accordance with the applicable fee reimbursement letters entered into by the Debtors and such professionals; in each case, subject to the terms set forth in Section 7.04(b) herein.

(b) The Professional Fees shall be subject to the following respective amounts. For the avoidance of doubt, the Company shall have no obligation to pay Professional Fees in excess of the amounts set forth below, and the payment of Professional Fees in excess of the amounts set forth below shall not be a condition to the Restructuring.

(i) the Professional Fees of Ropes, FTI, and Evercore for the period of January 1, 2022 through the Outside Date shall not, in the aggregate, exceed $21.4; *provided*, that any amount in excess of that amount may be paid by the Sponsor;

(ii) the Professional Fees of the First Lien Advisors shall not, in the aggregate, exceed $7.5 million; and

(iii) the Professional Fees of the Pemberton Advisors and GoldPoint Advisors shall not, in the aggregate, exceed $9.7 million.

(c) The terms set forth in this Section 7.04(c) shall survive termination of this Agreement and shall remain in full force and effect regardless of whether the transactions contemplated by this Agreement are consummated. The Company hereby acknowledges and agrees that the Consenting Stakeholders have expended, and will continue to expend, considerable time, effort and expense in connection with this Agreement and the negotiation of the Restructuring, and that this Agreement provides substantial value to, is beneficial to, and is necessary to preserve, the Company, and that the Consenting Stakeholders have made a substantial contribution to the Company and the Restructuring. If and to the extent not previously reimbursed or paid in connection with the foregoing, subject to the approval of the Bankruptcy Court, the Company shall reimburse or pay (as the case may be) all Professional Fees pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. The Company hereby acknowledges and agrees that the Professional Fees accrued after the Petition Date are of the type that should be entitled to treatment as, and the Company shall seek treatment of such Professional Fees as, administrative expense claims pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code.

Section 8. Additional Provisions Regarding Company's Commitments & Alternative Transaction.

8.01 Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require the Company, or the board of directors, board of managers, or similar governing body of the Company, to take any action or to refrain from taking any action with respect to the Restructuring to the extent it determines in good faith, upon the advice of outside counsel, that the taking or failing to take such action, including, without limitation, the pursuit of an Alternative Restructuring Proposal, would be inconsistent with applicable Law or its fiduciary obligations (such determination, a "**Fiduciary Out**"), and any such action or inaction pursuant to this Section 8.01 shall not be deemed to constitute a breach of this Agreement; *provided, however*, that no such action or inaction shall be deemed to prevent any of the Plan Sponsor Parties or Consenting First Lien Lenders from taking actions that they are permitted to take as a result of such actions or inactions, including terminating their obligations hereunder to the extent permitted hereunder; *provided*, *further*, that, if the Company receives any Alternative Restructuring Proposal, then the Company shall (A) within one Business Day of receiving such proposal, provide counsel to each of the Plan Sponsor Parties, the Consenting First Lien Lenders, and the Sponsor with a copy of such proposal (and, in the case of a verbal proposal, a written summary thereof); (B) provide counsel to each of the Plan Sponsor Parties, the Consenting First Lien Lenders, and the Sponsor with regular updates as to the status and progress of such Alternative Restructuring Proposal; and (C) respond promptly to reasonable information requests and questions from counsel

to each of the Plan Sponsor Parties, the Consenting First Lien Lenders, and the Sponsor relating to such Alternative Restructuring Proposal.

8.02 Notwithstanding anything to the contrary in this Agreement, but subject in all respects to Section 8.01 or 8.03, the Company, and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall not: (a) seek, solicit, support, encourage, propose, consent to, vote for, or enter into any agreement regarding any Alternative Restructuring Proposal, (b) respond to or discuss any unsolicited Alternative Restructuring Proposal; (c) provide access to non-public information concerning the Company to an Entity that provides an Alternative Restructuring Proposal and requests such information; (d) discuss any Alternative Restructuring Proposal with such proposing party; or (e) enter into or continue discussions or negotiations with holders of Claims against, or Interests in, the Company or any other Entity, regarding the Restructuring other than to the extent set forth herein.

8.03 Notwithstanding anything to the contrary in this Agreement, including Section 8.02, (i) (a) upon the occurrence of a Plan Sponsor Termination Event that has not been waived by the Plan Sponsor Parties or, with, respect to a Plan Sponsor Variance Termination Event, become unenforceable as a result of ten (10) Business Days having lapsed after the receipt by the Plan Sponsor Parties of the Variance Report giving rise to such Plan Sponsor Variance Termination Event, and (b) the Company having less than $10 million in liquidity on a consolidated basis, the Company and Consenting First Lien Lenders may seek, pursue, solicit and discuss funding or financing, including debtor-in-possession financing, for the Company by and among the Company and the Consenting First Lien Lenders, that is not contemplated by the Restructuring; *provided*, that the Company shall provide counsel to each of the Plan Sponsor Parties with regular updates as to the status and progress of any such funding or financing and shall deliver any oral or written proposals to counsel to each of the Plan Sponsor Parties within one calendar day of receipt thereof; *provided further*, for the avoidance of doubt, that such funding or financing discussions shall not relate to any Alternative Restructuring Proposals other than funding or financing, including debtor-in-possession financing, or agreements to implement or support such Alternative Restructuring Proposals.

8.04 Nothing in this Agreement shall: (a) impair or waive the rights of the Company to assert or raise any objection permitted under this Agreement in connection with the Restructuring; or (b) prevent the Company from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 9. Transfer of Interests and Securities.

9.01 During the Agreement Effective Period, no Consenting Stakeholder shall Transfer any ownership (including any beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Claims against, or Interests in, the Company to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless: (i) the transferee executes and delivers to counsel to the Company and counsel to each of the Consenting Stakeholders at or before the time of the proposed Transfer a Transfer Agreement Joinder and provides notice of such Transfer in accordance with Section 9.02 hereof; or (ii) the transferee is a Consenting Stakeholder and the transferee provides notice of such

Transfer (including the amount and type of Claim or Interest Transferred) to counsel to the Company and counsel to each of the Consenting Stakeholders at or before the time of the proposed Transfer; *provided* that, during the Agreement Effective Period, (x) no Consenting Second Lien Lender shall Transfer any ownership (including any beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Second Lien Claims or Interests in the Company to any Person or Entity other than to (1) an affiliated Person or Entity or a Related Fund and (y) the Sponsor shall not Transfer any ownership (including any beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in Claims against, or Interests in, the Company to any unaffiliated person or Entity.

9.02 Such Transfer shall not result in any loss of, or limitation on the usage of, any accrued net operating losses or other material tax attributes, to the extent applicable, and shall not violate the terms of any order entered by the Bankruptcy Court with respect to the preservation of net operating losses and other tax attributes. Any Transfer that will result in any loss of, or limitation on the usage of, any accrued net operating losses or other material tax attributes, shall be void *ab initio*

9.03 Upon compliance with the requirements of Section 9.01 of this Agreement, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Claims against, or Interests in, the Company. Any Transfer in violation of Section 9.01 shall be void *ab initio*.

9.04 Subject to Section 9.07 of this Agreement, this Agreement shall in no way be construed to preclude the Consenting Stakeholders from acquiring additional Claims against, or Interests in, the Company; *provided* that (a) such additional Claims against, or Interests in, the Company shall automatically and immediately upon acquisition by a Consenting Stakeholder be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company or counsel to each of the Consenting Stakeholders) and (b) such Consenting Stakeholder must provide notice of such acquisition (including the amount and type of Claim against, or Interest in, the Company acquired) to counsel to the Company and counsel to each of the Consenting Stakeholders promptly following such acquisition.

9.05 This Section 9 shall not impose any obligation on the Company to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any of its Claims against, or Interests in, the Company. Notwithstanding anything to the contrary herein, to the extent the Company and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreements.

9.06 Notwithstanding Section 9.01 of this Agreement, a Qualified Marketmaker that acquires any Claims against, or Interests in, the Company with the purpose and intent of acting as a Qualified Marketmaker for such Claims against, or Interests in, the Company shall not be required to execute and deliver a Transfer Agreement Joinder in respect of such Claims against, or Interests in, the Company if: (a) such Qualified Marketmaker subsequently transfers such Claims against, or Interests in, the Company (by purchase, sale assignment, participation, or otherwise)

within five (5) Business Days of its acquisition to a transferee that is an Entity that is not an affiliate, affiliated fund, or affiliated Entity with a common investment advisor; (b) the transferee otherwise is a Permitted Transferee under Section 9.01; and (c) the Transfer otherwise is permitted under Section 9.01.

9.07 During the Agreement Effective Period, the Sponsor shall not acquire any DIP Claims, First Lien Claims, Second Lien Claims, or other Claims against or Interests in the Company.

Section 10. Representations and Warranties of Consenting Stakeholders. Each Consenting Stakeholder severally, and not jointly, represents and warrants that, as of the date such Consenting Stakeholder executes and delivers this Agreement, a Restructuring Support Agreement Joinder, or a Transfer Agreement Joinder:

(a) it is the beneficial or record owner of the Claims against, or Interests in, the Company or is the nominee, investment manager, or advisor for beneficial holders of the Claims against, or Interests in, the Company reflected in, and, having made reasonable inquiry, is not the beneficial or record owner of any Claims against, or Interests in, the Company other than those reflected in, such Consenting Stakeholder's signature page to this Agreement or a Transfer Agreement Joinder, as applicable;

(b) it has the full power and authority to act on behalf of, vote and consent to matters concerning, and if applicable Transfer, such Claims against, or Interests in, the Company or such Party has agreed to purchase such Claims and Interests and will become the sole beneficial owner of such Claims and Interests when such trades have settled, at which time such party will have sole power and authority to take all actions described herein;

(c) such Claims against, or Interests in, the Company are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Stakeholder's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) it has made no prior assignment, sale, participation, grant, conveyance, or other Transfer of, and has not entered into any agreement to assign, sell, participate, grant, convey or otherwise Transfer, in whole or in part, any portion of its right, title, or interests in any Claims against, or Interests in, the Company held as of the date such Consenting Stakeholders executes and delivers this Agreement;

(e) it is a sophisticated party with respect to the subject matter of this Agreement and the transactions contemplated hereby and has been represented by counsel during the negotiations and drafting of this Agreement;

(f) it (i) has access to adequate information regarding the terms of this Agreement to make an informed and knowledgeable decision with regard to entering into this Agreement and (ii) has such knowledge and experience in financial and business matters of this type that it is capable of evaluating the merits and risks of entering into this Agreement and of making an informed investment decision with respect hereto;

(g) it has not relied upon any other Party in deciding to enter into this Agreement and has instead made its own independent analysis and decision to enter into this Agreement; and

(h) (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) not a U.S. person (as defined in Regulation S of the Securities Act), or (C) an institutional accredited investor (as defined in the Rules); *and* (ii) any securities acquired by the Consenting Stakeholder in connection with the Restructuring will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act.

It is understood and agreed that the representations and warranties made by a Consenting Stakeholder that is an investment manager, advisor, or subadvisor of a beneficial owner of Claims against, or Interests in, the Company are made with respect to, and on behalf of, such beneficial owner and not such investment manager, advisor, or subadvisor, and, if applicable, are made severally (and not jointly) with respect to the investment funds, accounts, and other investment vehicles managed by such investment manager, advisor, or subadvisor.

Section 11. Mutual Representations, Warranties, and Covenants. Each of the Parties, severally and not jointly, represents, warrants, and covenants to each other Party, as of the date such Party executes this Agreement, a Restructuring Support Agreement Joinder, or a Transfer Agreement Joinder:

(a) it is validly existing and in good standing under the Laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement or, if applicable, the Bankruptcy Code, no registration or filing with, consent or approval of, or notice to, or other action is required by any other person or Entity in order for it to effectuate the Restructuring contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association, or other applicable constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring contemplated by, and perform its respective obligations under, this Agreement;

(e) except as expressly provided by this Agreement, it is not party to any Alternative Restructuring Proposal, restructuring or similar agreement or arrangement with any of the other Parties to this Agreement that have not been disclosed to all Parties to this Agreement; and

(f) as to the Company, it is not soliciting, encouraging, or initiating any offer or proposal from, or considering entry into any agreement with, or engaging in any discussion or

negotiations with any person or entity concerning an Alternative Restructuring Proposal, and from the Agreement Effective Date, it will comply with its obligations under this Agreement with respect to any Alternative Restructuring Proposal.

Section 12. Termination Events.

12.01 Consenting First Lien Lender Termination Events. This Agreement may be terminated with respect to all Parties by the Required Consenting First Lien Lenders by the delivery to the other Parties of a written notice in accordance with Section 16.10 of this Agreement upon the occurrence of any of the following events; *provided* that this Agreement shall be automatically terminated, without the requirement of any notice to, or other action on the part of, any Person, upon the occurrence of any of the events described in Section 12.01(j):

(a) the breach in any material respect by the Company or any Consenting Stakeholder (other than a terminating Consenting Stakeholder) of any of the representations, warranties, or covenants of the Company or such Consenting Stakeholder set forth in this Agreement that (i) that is materially adverse to the terminating Party, and (ii) remains uncured (to the extent curable) for five (5) Business Days after delivery of a written notice to the Company detailing such breach in accordance with Section 16.10 of this Agreement; *provided* that other than as set forth in clause 12.01(n), the Company's breach of its commitment in 7.01(c) shall not constitute a termination event with respect to the First Lien Lenders;

(b) the occurrence and continuation of (x) any Defaults or Events of Default (as defined in the Existing First Lien Credit Agreement) under the Existing First Lien Credit Agreement as a result of the failure to perform or observe any term, covenant or agreement contained in Sections 7.01 (*Liens*), 7.02 (*Investments*), 7.03 (*Indebtedness*), 7.04 (*Fundamental Changes*), 7.05 (*Dispositions*), 7.06 (*Restricted Payments*), 7.08 (*Transactions with Affiliates*), 7.10 (*Division*) and 7.13 (*Prepayments, Etc. of Junior Financing*) thereof unless such Defaults or Events of Default are Specified Events of Default under the First Lien Limited Waiver, or (y) the failure to perform or observe any term, covenant or agreement contained in Section 4(h) of the First Lien Limited Waiver (Basket Capacity) with respect to both Debtors and Non-Debtor Obligors, in each case, that remains uncured (to the extent curable) for three (3) Business Days after delivery of a written notice to the Company detailing such event in accordance with Section 16.10 of this Agreement;

(c) the issuance, promulgation or enactment by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any statute, regulation or final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring, and (ii) remains in effect for five (5) Business Days after such terminating Consenting Stakeholder delivers a written notice to the Company notifying the Company of such issuance in accordance with Section 16.10 of this Agreement; *provided* that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(d) the Bankruptcy Court grants relief that is inconsistent with this Agreement in any material respect or enters an order denying Confirmation of the Plan and such order remains in effect for five (5) Business Days after entry of such order;

(e) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by the Company seeking an order, (i) converting one or more of the Chapter 11 Cases of the Company to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of the Company, or (iii) rejecting this Agreement;

(f) the Company shall have failed to pay all accrued and unpaid interest due and payable under the Existing First Lien Credit Agreement on or prior to June 1, 2022;

(g) the Company's determination to exercise a Fiduciary Out to implement an Alternative Restructuring Proposal or the Company's entry into a definitive agreement with respect to implementation of an Alternative Restructuring Proposal (for the avoidance of doubt, not including any confidentiality agreements);

(h) the Company's withdrawal of the Plan;

(i) the Company's execution, delivery, amendment, modification, or filing of a pleading seeking approval of, or authority to amend or modify, any Definitive Document that, in any such case, is not consistent in all respects with this Agreement or otherwise reasonably acceptable or acceptable, as the case may be as set forth in Section 3.03, to the Required Consenting First Lien Lenders;

(j) unless consented to in writing by the Plan Sponsor Parties and the Required Consenting First Lien Lenders, prior to or on August 8, 2022, the Company commences any voluntary, or is the subject of any involuntary, proceeding under any Debtor Relief Law that is not dismissed within ten (10) days of the commencement of such proceeding;

(k) the Trustee informs the Company that it will carry out an actuarial valuation (within the meaning of s.224(2)(a) of the UK Pensions Act 2004) of the UK DB Plan with an effective date of earlier than March 31, 2023, or formally requests or demands any employer contributions in addition to those set out in the recovery plan and schedule of contributions dated 27 July 2021 to, or other financial support for, the UK DB Plan (except for any amended and restated version of the Pension Guarantee that may be agreed pursuant to the Restructuring Term Sheet), or triggers or threatens to trigger the winding-up of the UK DB Plan (in whole or in part); or the Pensions Regulator issues or indicates that it will issue a warning notice in relation to the Restructuring or otherwise in relation to the UK DB Plan for the purposes of the UK Pensions Act 2004, issues a contribution notice or financial support direction in relation to the Restructuring or otherwise in relation to the UK DB Plan for the purposes of the UK Pensions Act 2004 or exercises or threatens to exercise any power, or impose any penalty, in relation to the Restructuring or otherwise in relation to the UK DB Plan pursuant to section 58A, section 58B, section 58C or section 58D of the UK Pensions Act 2004;

(l) termination of the DIP Facility or acceleration of the obligations under the DIP Facility;

(m) the failure of the Effective Date to have occurred on or prior to or on the Outside Date; or

(n) during Agreement Effective Period, there shall be any amendment, restatement, supplement or modification to any of the Existing Second Lien Documents without the prior written consent of the Required Consenting First Lien Lenders; *provided* that payment of Professional Fees other than as set forth in Section 7.04 hereof shall not be a condition to providing such consent;

(o) failure of the Borrower (as defined in the Existing First Lien Credit Agreement) to have paid in full, in cash, all accrued and unpaid interest on the First Lien Loans that is due and payable pursuant to the terms of the Existing First Lien Credit Agreement with respect to the Interest Period (as defined in the Existing First Lien Credit Agreement) ending on or about May 23, 2022, within five (5) Business Days after the same becomes due;

(p) unless consented to in writing by the Plan Sponsor Parties with notice to the Required Consenting First Lien Lenders and the Sponsor prior to or August 8, 2022, the Company commences any voluntary, or is the subject of any involuntary, proceeding under any Debtor Relief Law that is not dismissed within ten (10) days of the commencement of such proceeding; or

(q) unless extended or waived in writing by the Plan Sponsor Parties and the Required Consenting First Lien Lenders with notice to the Sponsor, the failure to satisfy the Milestones set forth in Sections 4.01(h) and (i).

12.02 Plan Sponsor Termination Events. This Agreement may be terminated with respect to all Parties by any of the Plan Sponsor Parties by the delivery to the other Parties of a written notice in accordance with Section 16.10 of this Agreement upon the occurrence of any of the following events (each, a "**Plan Sponsor Termination Event**"); *provided* that this Agreement shall be automatically terminated, without the requirement of any notice to, or other action on the part of, any Person, upon the occurrence of any of the events described in Section 12.02(k):

(a) the breach in any material respect by the Company or any Consenting Stakeholder (other than a terminating Consenting Stakeholder) of any of the representations, warranties, or covenants of the Company or such Consenting Stakeholder set forth in this Agreement that (i) that is materially adverse to the terminating Party, and (ii) remains uncured (to the extent curable) for five (5) Business Days after delivery of a written notice to the Company detailing such breach in accordance with Section 16.10 of this Agreement; *provided*, that this Agreement cannot be terminated pursuant to this Section 12.02(a) as a result of a breach of this Agreement by Consenting First Lien Lenders if the non-breaching Consenting First Lien Lenders own or control 66.7% or more in aggregate principal amount of all of the outstanding First Lien Loans.

(b) the issuance, promulgation or enactment by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any statute, regulation, or final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring and (ii) remains in effect for five (5) Business Days after such terminating Consenting Stakeholder delivers a written notice to the Company notifying the Company of such issuance in accordance with Section 16.10 of this Agreement; *provided* that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(c) the Bankruptcy Court grants relief that is inconsistent with this Agreement in any material respect or enters an order denying Confirmation of the Plan and such order remains in effect for five (5) Business Days after entry of such order;

(d) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by the Company seeking an order, (i) converting one or more of the Chapter 11 Cases of the Company to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of the Company, or (iii) rejecting this Agreement;

(e) the failure of the Company to satisfy any Milestone;

(f) the Company's determination to exercise a Fiduciary Out to implement an Alternative Restructuring Proposal or the Company's entry into a definitive agreement with respect to implementation of an Alternative Restructuring Proposal (for the avoidance of doubt, not including any confidentiality agreements);

(g) the Company's withdrawal of the Plan;

(h) the Company's execution, delivery, amendment, modification, or filing of a pleading seeking approval of, or authority to amend or modify, any Definitive Document that, in any such case, is not consistent in all material respects with this Agreement or otherwise acceptable to the Plan Sponsor Parties;

(i) termination of the DIP Facility or acceleration of the obligations under the DIP Facility;

(j) the failure of the Effective Date to have occurred on or prior to the Outside Date;

(k) unless consented to in writing by the Plan Sponsor Parties and the Required Consenting First Lien Lenders, prior to or on August 8, 2022, the Company commences any voluntary, or is the subject of any involuntary, proceeding under any Debtor Relief Law that is not dismissed within ten (10) days of the commencement of such proceeding;

(l) during Agreement Effective Period, there shall be any amendment, restatement, supplement or modification to any of the Existing First Lien Documents without the prior written consent, which shall not be unreasonably withheld, of the Plan Sponsor Parties, *provided* that payment of Professional Fees other than as set forth in Section 7.04 hereof shall not be a condition to providing such consent; or

(m) the Trustee informs the Company that it will carry out an actuarial valuation (within the meaning of s.224(2)(a) of the UK Pensions Act 2004) of the UK DB Plan with an effective date of earlier than March 31, 2023, or formally requests or demands any employer contributions in addition to those set out in the recovery plan and schedule of contributions dated 27 July 2021 to, or other financial support for, the UK DB Plan (except for any amended and restated version of the Pension Guarantee that may be agreed pursuant to the Restructuring Term Sheet), or triggers or threatens to trigger the winding-up of the UK DB Plan (in whole or in part); or the Pensions

Regulator issues or indicates that it will issue a warning notice in relation to the Restructuring or otherwise in relation to the UK DB Plan for the purposes of the UK Pensions Act 2004, issues a contribution notice or financial support direction in relation to the Restructuring or otherwise in relation to the UK DB Plan for the purposes of the UK Pensions Act 2004 or exercises or threatens to exercise any power, or impose any penalty, in relation to the Restructuring or otherwise in relation to the UK DB Plan pursuant to section 58A, section 58B, section 58C or section 58D of the UK Pensions Act 2004;

(n) the occurrence of any "**Plan Sponsor Variance Termination Event**", which shall include:

(i) On the second Thursday after the Agreement Effective Date, the aggregate receipts in the Variance Report delivered on such date shall be less than 80% of the cumulative amount set forth in the Budget for the time period covered by such Variance Report, or the aggregate disbursements in any Variance Report shall be greater than 120% of the cumulative amount set forth in the Budget for the time period covered by such Variance Report;

(ii) On the third Thursday after the Agreement Effective Date, the aggregate receipts in the Variance Report delivered on such date shall be less than 85% of the cumulative amount set forth in the Budget for the time period covered by such Variance Report, or the aggregate disbursements in any Variance Report shall be greater than 115% of the cumulative amount set forth in the Budget for the time period covered by such Variance Report; and

(iii) On the fourth Thursday after the Agreement Effective Date, and on the date of delivery of each Variance Report thereafter, the aggregate receipts in the Variance Report delivered on such date shall be less than 90% of the cumulative amount set forth in the Budget for the time period covered by such Variance Report, or the aggregate disbursements in any Variance Report shall be greater than 110% of the cumulative amount set forth in the Budget for the time period covered by such Variance Report;

(iv) the failure of the Company to deliver any Variance Report to the Plan Sponsor Parties within one (1) calendar day of the date due, understanding that time is of the essence in receipt of such Variance Reports

provided, however, a Plan Sponsor Variance Termination Event may not be the basis for the termination of this Agreement after the date that ten (10) Business Days after the receipt by the Plan Sponsor Parties of the Variance Report giving rise to such Plan Sponsor Variance Termination Event.

For the avoidance of doubt, professional fee disbursements, interest payments and any adequate protection payments shall not be included in aggregate disbursements for purposes of determining whether or not a Plan Sponsor Variance Termination Event has occurred.

12.03 Sponsor Termination Events. This Agreement may be terminated with respect to all Parties to this Agreement by the Sponsor by the delivery to the other Parties of a written notice in accordance with Section 16.10 of this Agreement upon the occurrence of any of the following

events; *provided* that this Agreement shall be automatically terminated, without the requirement of any notice to, or other action on the part of, any Person, upon the occurrence of any of the events described in Section 12.03(f):

(a) the breach in any material respect by the Company or any Consenting Stakeholder (other than the Sponsor) of any of the representations, warranties, or covenants of the Company or such Consenting Stakeholder set forth in this Agreement that (i) that is materially adverse to the Sponsor, and (ii) remains uncured (to the extent curable) for five (5) Business Days after delivery of a written notice to the Company detailing such breach in accordance with Section 16.10 of this Agreement; *provided* that (a) the Company's breach of its commitment in 7.01(c) shall not constitute a termination event with respect to the Sponsor and (b) this Agreement cannot be terminated pursuant to this Section 12.03(a) as a result of a breach of this Agreement by Consenting First Lien Lenders if the non-breaching Consenting First Lien Lenders own or control 66.7% or more in aggregate principal amount of all of the outstanding First Lien Loans;

(b) the issuance, promulgation or enactment by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any statute, regulation, or final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring and (ii) remains in effect for five (5) Business Days after the Sponsor delivers a written notice to the Company notifying the Company of such issuance in accordance with Section 16.10 of this Agreement; *provided* that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(c) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by the Company seeking an order, (i) converting one or more of the Chapter 11 Cases of the Company to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of the Company, or (iii) rejecting this Agreement;

(d) the Company's determination to exercise a Fiduciary Out to implement an Alternative Restructuring Proposal or the Company's entry into a definitive agreement with respect to implementation of an Alternative Restructuring Proposal (for the avoidance of doubt, not including any confidentiality agreements);

(e) the Company's withdrawal of the Plan;

(f) unless consented to in writing by the Plan Sponsor Parties and the Required Consenting First Lien Lenders prior to or on August 8, 2022, the Company commences any voluntary, or is the subject of any involuntary, proceeding under any Debtor Relief Law that is not dismissed within ten (10) days of the commencement of such proceeding;

(g) the Company files, joins, or supports through a pleading filed with the Bankruptcy Court any motion, application, adversary proceeding or cause of action seeking to impose liability upon the Sponsor, in its capacity as such, without the prior written consent of the Sponsor, and to the extent inconsistent with this Agreement;

(h) the Trustee informs the Company that it will carry out an actuarial valuation (within the meaning of s.224(2)(a) of the UK Pensions Act 2004) of the UK DB Plan with an effective date of earlier than March 31, 2023, or formally requests or demands any employer contributions in addition to those set out in the recovery plan and schedule of contributions dated 27 July 2021 to, or other financial support for, the UK DB Plan (except for any amended and restated version of the Pension Guarantee that may be agreed pursuant to the Restructuring Term Sheet), or triggers or threatens to trigger the winding-up of the UK DB Plan (in whole or in part); or the Pensions Regulator issues or indicates that it will issue a warning notice in relation to the Restructuring or otherwise in relation to the UK DB Plan for the purposes of the UK Pensions Act 2004, issues a contribution notice or financial support direction in relation to the Restructuring or otherwise in relation to the UK DB Plan for the purposes of the UK Pensions Act 2004 or exercises or threatens to exercise any power, or impose any penalty, in relation to the Restructuring or otherwise in relation to the UK DB Plan pursuant to section 58A, section 58B, section 58C or section 58D of the UK Pensions Act 2004; and

(i) the failure of the Effective Date to have occurred on or prior to or on the Outside Date.

12.04 Company Termination Events. The Company may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 16.10 of this Agreement upon the occurrence of any of the following events:

(a) the breach in any material respect by one or more of the Consenting Stakeholders of any provision set forth in this Agreement (i) that is adverse to the Company and (ii) that remains uncured for a period of five (5) Business Days after the Company delivers to the Consenting Stakeholders a written notice detailing each breach in accordance with Section 16.10 of this Agreement; *provided*, that this Agreement cannot be terminated pursuant to this Section 12.04 (a) as a result of a breach of this Agreement by Consenting First Lien Lenders if the non-breaching Consenting First Lien Lenders own or control 66.7% or more in aggregate principal amount of all of the outstanding First Lien Loans

(b) the Bankruptcy Court grants relief that is inconsistent with this Agreement in any material respect or enters an order denying Confirmation of the Plan and such order remains in effect for five (5) Business Days after entry of such order;

(c) the entry of an order by the Bankruptcy Court (i) converting one or more of the Chapter 11 Cases of the Company to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of the Company, or (iii) rejecting this Agreement;

(d) the board of directors', board of managers', or any similar governing body of the Company's determination in good faith, upon the advice of outside counsel, (i) that proceeding with any of the Restructuring would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal;

(e) the issuance, promulgation or enactment by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any statute, regulation, or final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring and (ii) remains in effect for seven (7) Business Days after the Company delivers a written notice to the Consenting Stakeholders in accordance with Section 16.10 of this Agreement detailing any such issuance; *provided* that this termination right shall not apply to or be exercised by the Company if it sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement; or

(f) the failure of the Effective Date to have occurred on or prior to the Outside Date.

12.05 Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) the Required Consenting First Lien Lenders, (b) the Plan Sponsor Parties, (c) the Sponsor, and (d) the Company.

12.06 Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately upon the Effective Date.

12.07 Effect of Termination. After the occurrence of the Termination Date, this Agreement shall be of no further force and effect as to any Party and each Party shall, except as otherwise expressly provided in this Agreement, be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or Causes of Action; *provided*, *however*, that in no event shall any such termination relieve a Consenting Stakeholder from (i) liability for its breach or non-performance of its obligations under this Agreement prior to the Termination Date or (ii) obligations under this Agreement which by their terms expressly survive termination of this Agreement. Nothing in this Agreement shall be construed as prohibiting the Company or any of the Consenting Stakeholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before the Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict: (a) any right of the Company or the ability of the Company to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Stakeholder; and (b) any right of any Consenting Stakeholder, or the ability of any Consenting Stakeholder, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against the Company or any other Consenting Stakeholder. No purported termination of this Agreement shall be effective under this Section 12 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement, except a termination pursuant to Section 12.04(d). Nothing in this Section 12.05 shall restrict the Company's right to terminate this Agreement in accordance with Section 12.04(d). If this Agreement has been terminated in accordance with this Section 12 at a time when permission of the Bankruptcy Court shall be required for a Consenting Stakeholder to change or withdraw (or cause to change or withdraw) its vote to accept the Plan, the Company shall consent to any attempt by such Consenting Stakeholder to change or withdraw (or cause to change or withdraw) such vote

at such time; *provided, however*, that nothing herein shall be deemed a waiver of the Company's right to challenge the validity of such termination.

Section 13. Commitments.

13.01 DIP Commitments. Each Consenting Second Lien Lender party hereto whose name is listed on **Exhibit H-1** hereto commits, severally and not jointly, to provide the DIP Commitment set forth opposite such Consenting Second Lien Lender's name on **Exhibit H** hereto on the terms and conditions set forth in the DIP Term Sheet and otherwise subject to the DIP Facility Documents.

13.02 New Mezzanine Debt Commitments. Each Consenting Second Lien Lender party hereto whose name is listed on **Exhibit H-2** hereto commits, severally and not jointly, to provide the New Mezzanine Debt Loan Commitment set forth opposite such Consenting Second Lien Lender's name on **Exhibit H-3** hereto on the terms and conditions set forth in the New Mezzanine Debt Facility Term Sheet and otherwise subject to the New Mezzanine Debt Documents.

13.03 New Convertible Preferred Equity Commitments. The Sponsor and each Consenting Second Lien Lender party hereto whose name is listed on **Exhibit H-3** hereto commits, severally and not jointly, to provide, accept, or exchange, as applicable, the New Convertible Preferred Equity Commitment set forth opposite such Party's name on **Exhibit H-3** hereto on the terms and conditions set forth in the New Convertible Preferred Equity Term Sheet.

13.04 Conversion Rate. All Second Lien Loans to be converted to New Mezzanine Debt Loans and Reorganized Common Equity in accordance with the Restructuring, as applicable, shall be converted to the Dollar Equivalent (as defined in the Existing Second Lien Credit Agreement) of such amount of Second Lien Loans at the Spot Rate (as defined in the Existing Second Lien Credit Agreement) in effect on May 31, 2022.

Section 14. Release.

14.01 On the Effective Date, each Releasing Party shall expressly and generally release, acquit, and discharge each Released Party as set forth below and as shall be provided in the Plan:

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OTHER THAN IN THE CASE OF WILLFULL MISCONDUCT OR FRAUD (BUT NOT, FOR THE AVOIDANCE OF DOUBT, AVOIDANCE ACTIONS), EACH OF THE RELEASING PARTIES SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER, RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR, AND EACH OTHER RELEASED PARTY FROM ANY AND ALL CLAIMS, INTERESTS, DAMAGES, REMEDIES, CAUSES OF ACTION, DEMANDS, RIGHTS, DEBTS, ACTIONS, SUITS, OBLIGATIONS, LIABILITIES, ACCOUNTS, DEFENSES, OFFSETS, POWERS, PRIVILEGES, LICENSES, LIENS, INDEMNITIES, GUARANTIES, AND FRANCHISES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER EXISTING, CONTINGENT OR NON-CONTINGENT, LIQUIDATED OR

UNLIQUIDATED, SECURED OR UNSECURED, ASSERTED OR ASSERTABLE, DIRECT OR DERIVATIVE, MATURED OR UNMATURED, SUSPECTED OR UNSUSPECTED, IN CONTRACT, TORT, LAW, EQUITY, OR OTHERWISE, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, EACH OTHER RELEASING PARTY OR THEIR ESTATES, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE COMPANY (INCLUDING THE CAPITAL STRUCTURE, MANAGEMENT, OWNERSHIP, OR OPERATION THEREOF), THE SPONSOR, THE BUSINESS OPERATIONS OF THE DEBTORS, ACTIONS TAKEN BY THE DEBTORS' BOARD OF DIRECTORS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN OR AMONG ANY OF THE DEBTORS AND ANY RELEASED PARTY, THE DEBTORS' RESTRUCTURING EFFORTS, THE INCURRENCE OF THE GLOBALEX SECURED NOTE, OSG FEBRUARY 1 UNSECURED PROMISSORY NOTE AND THE OSG FEBRUARY 8 UNSECURED PROMISSORY NOTE, THE OWNERSHIP OR OPERATION OF THE DEBTORS BY ANY RELEASED PARTY, THE DISTRIBUTION OF ANY CASH OR OTHER PROPERTY OF THE DEBTORS TO ANY RELEASED PARTY, THE ASSERTION OR ENFORCEMENT OF RIGHTS OR REMEDIES AGAINST THE DEBTORS, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS (BUT EXCLUDING AVOIDANCE ACTIONS BROUGHT AS COUNTERCLAIMS OR DEFENSES TO CLAIMS ASSERTED AGAINST THE DEBTORS), INTERCOMPANY TRANSACTIONS (OTHER THAN ANY INTERCOMPANY CLAIMS THAT HAVE BEEN REINSTATED AS CONTEMPLATED ABOVE), THE RESTRUCTURING TRANSACTIONS, ENTRY INTO THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, ENTRY INTO, OR FILING OF, AS APPLICABLE, THE TERM SHEETS, THIS AGREEMENT, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE DIP FACILITY DOCUMENTS, THE DEFINITIVE DOCUMENTS, OR ANY OTHER DOCUMENTS (INCLUDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) RELATING TO ANY OF THE FOREGOING, CREATED OR ENTERED INTO IN CONNECTION WITH THE TERM SHEETS, THIS AGREEMENT, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, OR THE DIP FACILITY DOCUMENTS, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, OR ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, OTHER THAN ANY OBLIGATIONS OF ANY RELEASED PARTY ARISING UNDER THE PLAN, ANY

DEFINITIVE DOCUMENTS, OR ANY OTHER DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE CHAPTER 11 CASES.

14.02 Each of the Releasing Parties shall grant this Release pursuant to and in accordance with the Plan (regardless of whether such Party is entitled to vote under the Plan) and this Agreement knowingly, notwithstanding that each Releasing Party may hereafter discover facts in addition to, or different from, those which either such Releasing Party now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and each Releasing Party pursuant to and in accordance with the Plan and this Agreement shall expressly waive any and all rights that such Releasing Party may have under any statute or common law principle which would limit the effect of the Release to those claims actually known or suspected to exist as of before the Effective Date.

14.03 In connection with their agreement to the foregoing Release pursuant to and in accordance with the Plan and this Agreement, the Releasing Parties shall knowingly and voluntarily waive and relinquish any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims, comparable or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTY.

Each of the Releasing Parties hereby represents and warrants that it has access to adequate information regarding the terms hereof, the scope and effect of the Release, and all other matters encompassed by this Agreement to make an informed and knowledgeable decision with regard to entering into this Agreement. Each of the Releasing Parties further represents and warrants that it has not relied upon any other Party in deciding to enter into this Agreement and has instead made its own independent analysis and decision to enter into this Agreement.

Section 15. Amendments and Waivers.

(a) This Agreement may not be modified, amended, or supplemented, and no condition or requirement hereof may be waived, in any manner except in accordance with this Section 15.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, only in a writing signed by the Company, the Required Consenting First Lien Lender, and each of the Plan Sponsor Parties; *provided* that (i) any modification or amendment to the definition of Required Consenting First Lien Lenders shall also require the written consent of each Consenting First Lien Lender, (ii) any modification or amendment to the definition of Required Consenting Second Lien Lenders shall also require the written consent of each Consenting Second Lien Lender, (iii) any modification or amendment to this Section 15 or the definition of "Outside Date" shall require the written consent of each Party,

and (iv) with respect to any modification, amendment, waiver, or supplement that materially and adversely affects the rights or proposed treatment of (A) any Consenting First Lien Lender in a manner that is different or disproportionate in any material respect from the effect such modification, amendment, supplement or waiver has on the Required Consenting First Lien Lenders, then the reasonable consent of each such affected Consenting First Lien Lender shall also be required to effectuate such modification, amendment, supplement or waiver, (B) any Consenting Second Lien Lender in a manner that is different or disproportionate in any material respect from the effect such modification, amendment, supplement or waiver has on the Required Consenting Second Lien Lenders, then the reasonable consent of each such affected Consenting Second Lien Lender shall also be required to effectuate such modification, amendment, supplement or waiver, in each case unless otherwise specified in this Agreement, or (C) the Sponsor solely to the extent that any such modification, amendment, waiver, or supplement adversely affects, or upon the effectiveness thereof will adversely affect, the economic treatment of the Sponsor under this Agreement, or the rights expressly provided to the Sponsor under this Agreement, then the reasonable consent of the Sponsor shall also be required to effectuate such modification, amendment, supplement or waiver.

(c) Any proposed modification, amendment, waiver, or supplement that does not comply with this Section 15 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power, or remedy by such Party preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 16. Miscellaneous.

16.01 Acknowledgement. Notwithstanding any other provision of this Agreement, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise.

16.02 Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signature pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, signature pages, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (including the Term Sheets, but without reference to the exhibits, annexes, and schedules thereto) shall govern. In the event of a conflict between this Agreement and the Term Sheets, the Term Sheets shall control.

16.03 Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters

herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring, as applicable.

16.04 Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, understandings, and agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

16.05 GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES OF THIS AGREEMENT. Each Party to this Agreement agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, in the State of New York, County of New York, Borough of Manhattan, except, upon the filing of the Chapter 11 Cases and to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of such court; (b) waives any objection to laying venue in any such action or proceeding in such applicable court; and (c) waives any objection that such court is an inconvenient forum or does not have jurisdiction over any Party to this Agreement.

16.06 TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16.07 Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

16.08 Rules of Construction. This Agreement is the product of negotiations among the Company and the Consenting Stakeholders, and in the enforcement or interpretation of this Agreement, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion of this Agreement, shall not be effective in regard to the interpretation of this Agreement. The Parties were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

16.09 Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or Entity, except in accordance with Section 9 of this Agreement.

16.10 Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to the Company, to:

Output Services Group, Inc.
775 Washington Avenue
Carlstadt, NJ 07072
Attn: Eric Ek
Email: eric.ek@osgconnect.com
with copies to:
Ropes & Gray LLP
1211 Avenue of the Americas
New York, New York 10036
Attn: Gregg M. Galardi
Cristine Pirro Schwarzman
Email: Gregg.Galardi@ropesgray.com
Cristine.Schwarzman@ropesgray.com

– and –

Ropes & Gray LLP
32nd Floor
191 North Wacker Drive
Chicago, Illinois 60606
Attn: Luke Smith
Email: Luke.Smith@ropesgray.com

(b) if to the Sponsor, to:

Aquiline Capital Partners, LLC
535 Madison Avenue
New York, NY 10222
Attn: Nick Seibert
Charles Janeway
Igno Van Waesberghe
Larissa Marcellino
Email: nseibert@aquiline.com
lmarcellino@aquiline.com
cjaneway@aquiline.com
ivanwaesberghe@aquiline.com

with copies to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019

Attn: Jeffrey R. Poss
Brian S. Lennon
Email: jposs@willkie.com
blennon@willkie.com

(c) if to the Consenting First Lien Lenders, to:

16.11 To each Consenting First Lien Lender at the addresses or e-mail addresses set forth below the Consenting First Lien Lender's signature page to this Agreement (or to the signature page to a Restructuring Support Agreement Joinder or Transfer Agreement Joinder as the case may be).

with copies to:

Paul Hastings LLP
200 Park Avenue
New York, NY 10166
Attn: Jayme Goldstein
Matthew A. Schwartz
Christopher Guhin
Email: jaymegoldstein@paulhastings.com
mattschwartz@paulhastings.com
chrisguhin@paulhastings.com

(a) if to the Consenting Second Lien Lenders, to:

To each Consenting Second Lien Lender at the addresses or e-mail addresses set forth below the Consenting Second Lien Lender's signature page to this Agreement (or to the signature page to a Restructuring Support Agreement Joinder or Transfer Agreement Joinder, as the case may be).

with copies to:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, New York 10020
Attn: Adam J. Goldberg
Andrew C. Ambruoso
Email: adam.goldberg@lw.com
andrew.ambruoso@lw.com

- and –

Latham & Watkins LLP
99 Bishopsgate
London EC2M 3XF
United Kingdom
Attn: James Chesterman

David Wallace
Email: james.chesterman@lw.com
david.wallace@lw.com

- and –

Akin Gump Strauss Hauer & Feld LLP
65 Memorial Road
Suite C340
West Hartford, CT 06107
Attn: Renée M. Dailey
Christopher E. Lawrence
Email: renee.dailey@akingump.com
chris.lawrence@akingump.com

- and –

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
Bank of America Tower
New York, NY 10036
Attn: Jason P. Rubin
Email: jrubin@akingump.com

Any notice given by delivery, mail, or courier shall be effective when received.

16.12 Independent Due Diligence and Decision Making. Each Consenting Stakeholder hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial, and other conditions, and prospects of the Company and it has been represented by counsel or other advisors (or has had ample opportunity to seek representation or advice from counsel or other advisors) in connection with this Agreement and the Restructuring.

16.13 Waiver. If the Restructuring is not consummated, or if this Agreement is terminated for any reason, nothing herein shall be construed as a waiver by any Party of any or all of such Party's rights, remedies, claims, and defenses and the Parties fully reserve any and all of their rights. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

16.14 Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

16.15 Several, Not Joint, Claims; Relationship Among Parties. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

16.16 Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

16.17 Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect of this Agreement at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy of this Agreement by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

16.18 Capacities of Consenting Stakeholders. Each Consenting Stakeholder has entered into this Agreement on account of all Claims against, or Interests in, the Company that it holds (directly or through discretionary accounts that it manages or advises).

16.19 Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3.03, Section 15, or otherwise, including a written approval by the Company or the Consenting Stakeholders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

16.20 Survival. Notwithstanding (a) any Transfer of any Claim against, or interest in, the Company, in accordance with Section 9 of this Agreement or (b) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Sections 2, 7.04(c), 12, 15, and 16 (other than 16.03), and any defined terms used in any of the forgoing Sections, subsections, or paragraphs (solely to the extent used therein), shall survive such transfer or termination and shall continue in full force and effect in accordance with the terms hereof.

16.21 Consideration. Each Party hereby acknowledges that no consideration, other than that specifically described herein or in the Plan, shall be due or paid to any Consenting Stakeholder for its agreement (subsequent to proper disclosure and solicitation) to vote to accept the Plan or to otherwise support and take actions to effectuate the Restructuring in accordance with the terms and conditions of this Agreement, other than each of the Parties' representations, warranties, and agreements with respect to their commitments hereunder regarding the consummation of the Restructuring and the Confirmation and consummation of the Plan.

16.22 Tax Matters. Each Party hereby acknowledges and agrees that the terms of the Restructuring shall be structured to minimize the tax impact of the Restructuring on the Debtors while preserving or otherwise maximizing favorable tax attributes (including tax basis) of the Debtors to the extent practicable.

16.23 Publicity; Confidentiality. The Company shall submit drafts to counsel to each of the Consenting Stakeholders of any press releases or other public statements that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least two (2) Business Days prior to making any such disclosure, and shall afford them a reasonable opportunity under the circumstances to comment on such documents and disclosures and shall incorporate any such reasonable comments in good faith. Except as required by Law or otherwise permitted under the terms of any other agreement between the Company and any Consenting Stakeholder, no Party or its advisors shall (a) use the name of any Consenting First Lien Lender or Consenting Second Lien Lender in any public manner (including in any press release) with respect to this Agreement, the Restructuring or any of the Definitive Documents or (b) disclose to any person (including, for the avoidance of doubt, any other Party), other than counsel to the Company, the principal amount or percentage of any Claims against, or Interests in, the Company held by any individual Consenting First Lien Lender or Consenting Second Lien Lender, in each case, without such Consenting First Lien Lender or Consenting Second Lien Lender's prior written consent (it being understood and agreed that each Consenting First Lien Lender or Consenting Second Lien Lender's signature page to this Agreement shall be redacted to remove the name of such Consenting First Lien Lender or Consenting Second Lien Lender and the amount and/or percentage of Claims against, or Interests in, the Company held by such Consenting First Lien Lender or such Consenting Second Lien Lender); *provided, however*, that (i) if such disclosure is required by Law, subpoena, or other process or regulation, the disclosing Party shall afford the relevant Consenting First Lien Lender or relevant Consenting Second Lien Lender a reasonable opportunity to review and comment in advance of such disclosure and shall take all reasonable measures to limit such disclosure, and (ii) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Claims against, or Interests in, the Company held by all the Consenting First Lien Lenders and Consenting Second Lien Lenders, collectively, on a facility by facility basis. Notwithstanding the provisions in this Section 16.23, (x) any Party may disclose the identities of the other Parties in any action to enforce this Agreement or in any action for damages as a result of any breaches hereof, and (y) any Party may disclose, to the extent expressly consented to in writing by a Consenting First Lien Lender or Consenting Second Lien Lender, such Consenting First Lien Lender's or such Consenting Second Lien Lender's identity and individual holdings.

16.24 No Recourse. This Agreement may only be enforced against the named parties hereto and Permitted Transferees (and then only to the extent of the specific obligations undertaken by such parties in this Agreement). All claims or causes of action (whether in contract, tort, equity or any other theory) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, may be made only against the persons that are expressly identified as parties hereto (and then only to the extent of the specific obligations undertaken by such parties herein). No past, present or future direct or indirect director, manager, officer, employee, incorporator, member, partner, stockholder, equity holder, trustee, affiliate, controlling person, agent, attorney or other representative of any Party (including any person negotiating or executing this Agreement on behalf of a Party), nor any past, present or future direct or indirect director, manager, officer, employee, incorporator, member, partner, stockholder, equity holder, trustee, affiliate, controlling person, agent, attorney or other representative of any of the foregoing (other than any of the foregoing that is a Party) (any such person, a "**No Recourse Party**"), shall have any liability with respect to this Agreement or with respect to any proceeding (whether in contract, tort, equity or any other theory that seeks to "pierce the corporate veil" or

impose liability of an entity against its owners or affiliates or otherwise) that may arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement.

[*Remainder of page intentionally left blank*.]

EXHIBIT A

DEBTORS

OSG GROUP HOLDINGS, INC.

OSG INTERMEDIATE HOLDINGS, INC.

OSG HOLDINGS, INC.

OUTPUT SERVICES GROUP, INC.

GLOBALEX CORPORATION

EXHIBIT B-1

NON-DEBTOR OBLIGORS

OSG Bidco Limited

Communisis Limited

Communisis UK Limited

Communisis Digital Limited

Communisis International Limited

Communisis Europe Limited

PS Holdings Limited

Communisis PS Limited

The Pisa Group, Inc.

Spock Enterprises LLC

JJT Enterprises, Inc.

Words, Data and Images, LLC

SouthData, Inc.

DoublePositive Marketing Group, Inc.

National Business Systems, Inc.

NCP Solutions, LLC

The Garfield Group, Inc.

Mansell Group Holding Company

Mansell Group, Inc.

Life Marketing Consultancy Limited

Communisis Data Intelligence Limited

PSONA Limited

PSONA 12 Limited

Diamond Marketing Solutions Group, Inc.

National Data Services of Chicago, Inc.

Applied Information Group, Inc.

Paybox Corp

Microdynamics Corporation

Telereach, Inc.

Microdynamics Group Nebraska, Inc.

Microdynamics Transactional Mail, Inc.

EXHIBIT B -2

Vox Entities

PS Newco 1 Limited

Vox Group Limited

Vox Supply Partners Limited

Vox Supply Partners Inc.

Vox SP OOO

Vox Europe B.V.

Vox Supply Group Trading (Suzhou Co. Ltd.)

Vox Digital Partners Ltd.

Raudo Digital Ltd.Vox Marketing Ltd.

EXHIBIT C

RESTRUCTURING TERM SHEET

OUTPUT SERVICES GROUP, INC., ET AL.
RESTRUCTURING TERM SHEET
May 31, 2022

THIS RESTRUCTURING TERM SHEET[1] DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY EXCHANGE OFFER OR CHAPTER 11 PLAN, IT BEING UNDERSTOOD THAT SUCH A SOLICITATION, IF ANY, SHALL BE MADE ONLY IN COMPLIANCE WITH THE SECURITIES ACT OF 1933, SECTION 1145 OF THE BANKRUPTCY CODE, AND APPLICABLE LAWS.

THIS RESTRUCTURING TERM SHEET DOES NOT ADDRESS ALL MATERIAL TERMS THAT WOULD BE REQUIRED IN CONNECTION WITH ANY POTENTIAL RESTRUCTURING AND ANY AGREEMENT IS SUBJECT TO THE EXECUTION OF DEFINITIVE DOCUMENTATION CONSISTENT WITH THIS RESTRUCTURING TERM SHEET AND OTHERWISE REASONABLY ACCEPTABLE TO THE REQUIRED CONSENTING STAKEHOLDERS, THE DIP LENDERS, AND THE DEBTORS. THIS RESTRUCTURING TERM SHEET HAS BEEN PRODUCED FOR SETTLEMENT PURPOSES ONLY AND IS SUBJECT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND OTHER SIMILAR APPLICABLE STATE AND FEDERAL STATUTES, RULES AND LAWS. NOTHING IN THIS RESTRUCTURING TERM SHEET SHALL BE DEEMED OR CONSTRUED AS AN ADMISSION OF FACT OR LIABILITY OF ANY KIND. THIS RESTRUCTURING TERM SHEET AND THE INFORMATION CONTAINED HEREIN IS STRICTLY CONFIDENTIAL AND SHALL NOT BE SHARED WITH ANY OTHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEBTORS, THE REQUIRED CONSENTING STAKEHOLDERS, AND THE DIP LENDERS.

This Restructuring Term Sheet (including the exhibits attached hereto) sets forth the principal terms of the Restructuring contemplated by the Restructuring Support Agreement and to be implemented consistent with the terms of this Restructuring Term Sheet and, if necessary, pursuant to a prepackaged plan of reorganization under chapter 11 of the Bankruptcy Code.

Consummation of the Restructuring is subject to (1) the execution of the Definitive Documents, and (2) satisfaction of the conditions set forth in the Restructuring Support Agreement and the Definitive Documents.

OVERVIEW	
Restructuring Summary	The Restructuring will be consummated pursuant to the Restructuring Support Agreement and Definitive Documents, and on the terms and subject to the conditions set forth in the Restructuring Support Agreement.
Prepetition Indebtedness and Obligations of and Interests in the Debtors	The outstanding indebtedness of, and equity interests in, the Debtors to be amended, restructured, discharged, compromised, or unimpaired by the Restructuring, in each case consistent with the terms and conditions described in this Restructuring Term Sheet will include, without limitation, the following: (a) Claims arising under, derived from, or based on the First Lien Credit Agreement, dated as of March 27, 2018, by and among OSG Holdings, Inc. as holdings, Output Services Group, Inc. as borrower, the guarantor parties thereto, Barclays Bank PLC as administrative agent, Capital One, N.A., as syndication agent, and the lenders party thereto (as amended from time to time, the "**First Lien Credit Agreement**," such obligations under the First Lien Credit Agreement, the "**First Lien Obligations**, the Claims under the First Lien Credit Agreement, the "**First**

[1] Capitalized terms used but not defined in this Restructuring Term Sheet shall have the meanings ascribed to them in the Restructuring Support Agreement (the "**Restructuring Support Agreement**") to which this Restructuring Term Sheet is attached as **Exhibit C**.

	Lien Claims," and the holders of such First Lien Claims, the "**First Lien Lenders**"); (b) Claims arising under, derived from, or based on the Second Lien Credit Agreement, dated as of September 13, 2019, by and among OSG Holdings, Inc. as holdings, Output Services Group, Inc. as borrower, the guarantor parties thereto, Wilmington Trust, National Association as agent, and the lenders party thereto (as amended from time to time, the "**Second Lien Credit Agreement**," such obligations under the Second Lien Credit Agreement, the "**Second Lien Obligations**," the Claims under the Second Lien Credit Agreement, the "**Second Lien Claims**," and the holders of such Second Lien Claims, the "**Second Lien Lenders**"); (c) Claims arising under, derived from, or based on the Senior Secured Promissory Note, dated as of February 23, 2022, by and among Globalex Corporation ("**Globalex**") as borrower and Aquiline Financial Services Fund III, L.P. as lender (the "**Globalex Secured Note**" and the Claims under the Globalex Secured Note, the "**Globalex Secured Note Claims**"); (d) Claims arising under, derived from, or based on the Unsecured Promissory Note, dated as of February 1, 2022, by and among OSG Group Holdings, Inc. as borrower and Aquiline Financial Services Fund III L.P. as lender (the "**OSG February 1 Unsecured Promissory Note**" and the Claims under the OSG **February 1** Unsecured Promissory Note, the "**OSG February 1 Unsecured Promissory Note Claims**"); (e) Claims arising under, derived from, or based on the Unsecured Promissory Note, dated as of February 8, 2022, by and among OSG Group Holdings, Inc. as borrower and Aquiline Financial Services Fund III L.P. as lender (the "**OSG February 8 Unsecured Promissory Note**" and the Claims under the OSG February 8 Unsecured Promissory Note, the "**OSG February 8 Unsecured Promissory Note Claims**"); (f) All other Claims against the Debtors, whether secured or unsecured; and (g) All existing preferred and common equity Interests of the Debtors, including Interests of Output Services Group, Inc. in Globalex, Interests of the Sponsor in Globalex (the "**Sponsor Globalex Interest**"), preferred Interests in OSG Group Holdings, Inc. (the "**Existing Holdings Preferred Interests**"), and common Interests in OSG Group Holdings, Inc. (the "**Existing Holdings Common Interests**").
Prepetition Indebtedness and Obligations of and Equity Interests in Non-Debtor Obligors	The outstanding indebtedness and obligations of the Non-Debtor Obligors to be replaced, satisfied, and settled by the Restructuring, consistent with the terms and conditions described in this Restructuring Term Sheet, shall include the Non-Debtor Obligor Guaranties. All other outstanding indebtedness or obligations of, and equity interests in, the Non-Debtor Obligors shall be unimpaired.
Commencement of Chapter 11 Cases	To the extent the Out-of-Court Transaction has not been consummated by August 8, 2022, the Debtors will commence the Chapter 11 Cases in the Bankruptcy Court and file the Prepackaged Plan (which shall include the Plan and all other Definitive Documents consistent with this Restructuring Term Sheet and the Restructuring Support Agreement) no later than 11:59 pm (prevailing eastern time) on August 8, 2022 (the "**Petition Date**").

DIP Financing	As more fully set forth in Exhibit D to the Restructuring Support Agreement, the Consenting Second Lien Lenders (or their affiliates) will provide a junior priority secured debtor in possession term loan facility (the **"DIP Facility"**). The proceeds of the DIP Facility shall be used (i) to fund the costs of administration of the Chapter 11 Cases and (ii) for the Debtors' and the Non-Debtors Obligors' general corporate purposes substantially in accordance with the budget contemplated in the DIP Orders (as such budget will be updated from time to time in accordance with and subject to the terms of the DIP Facility Documents).
Adequate Protection for First Lien Claims	As more fully set forth in Exhibit D to the Restructuring Support Agreement, accrual of interest at the non-default rate, 507(b) claims, replacement liens, payment of reasonable and documented professional fees and expenses (in accordance with Section 7.04 of the Restructuring Support Agreement), and customary reporting.
Adequate Protection for Second Lien Claims	As more fully set forth in Exhibit D to the Restructuring Support Agreement, accrual of interest at the non-default rate (junior in right to that of the First Lien Claims), 507(b) claims (junior in right to those of the First Lien Claims), replacement liens (junior in right to those of the First Lien Claims), payment of reasonable and documented professional fees and expenses (in accordance with Section 7.04 of the Restructuring Support Agreement), and customary reporting.
TREATMENT OF CLAIMS AND INTERESTS[2]	
DIP Claims	Except to the extent that a holder of an allowed DIP Claim agrees to less favorable treatment, on the Effective Date, each holder of an allowed DIP Claim, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, shall receive either its pro rata share of 28.8% of New Convertible Preferred Equity or New Mezzanine Debt Loans .
Administrative Claims	Except to the extent that a holder of an allowed administrative claim under the Bankruptcy Code agrees to less favorable treatment, on the Effective Date, each holder shall receive treatment of its claim in a manner consistent with section 1129(a)(9)(A) of the Bankruptcy Code.
Priority Tax Claims	Except to the extent that a holder of an allowed priority tax claim under the Bankruptcy Code agrees to less favorable treatment, on the Effective Date, each holder shall receive treatment of its claim in a manner consistent with section 1129(a)(9)(C) of the Bankruptcy Code.
First Lien Claims	On the Effective Date, if the Restructuring is implemented through (x) an Out-of-Court Transaction, each Consenting First Lien Lender, or (y) the Chapter 11 Cases, each First Lien Lender, will receive, in full and final satisfaction of its First Lien Claims, its pro rata share of New First Lien Loans The New First Lien Loans shall reflect the terms and conditions set forth in the New First Lien Facility Term Sheet set forth in **Exhibit I** to the Restructuring Support Agreement, which shall include, among other things, a revised definition of **"Debt Fund Affiliate"** as set forth in the "Voting" section of the New First Lien Facility Term Sheet. Pursuant to the Restructuring Support Agreement, each Consenting First Lien Lender will vote to accept the Plan.

[2] The Plan shall constitute a separate chapter 11 plan for each Debtor, and accordingly, the classification of Claims and Interests set forth below apply separately to each of the Debtors, as applicable.

Second Lien Claims	Each Consenting Second Lien Lender will receive, in full and final satisfaction of its Second Lien Claims, on the Effective Date, (i) its *pro rata* share of New Mezzanine Debt Loans, and (ii) its *pro rata* share of 100% of Reorganized Common Equity, subject to dilution from the Management Incentive Plan and the conversion of New Convertible Preferred Equity.The New Mezzanine Debt Loans shall reflect the terms and conditions set forth in the New Mezzanine Debt Facility Term Sheet set forth in **Exhibit J** to the Restructuring Support Agreement. Pursuant to the Restructuring Support Agreement, each Consenting Second Lien Lender will vote to accept the Plan.
Sponsor Contribution	On the Effective Date, the Sponsor shall provide the following (the "**Sponsor Contribution**"): (i) the entirety of the Sponsor Globalex Interest; and (ii) forgiveness of all amounts outstanding and obligations owed to the Sponsor Lender pursuant to the Globalex Secured Note, the OSG February 1 Unsecured Promissory Note and the OSG February 8 Unsecured Promissory Note. In exchange for or forgiveness of (whichever is most efficient for tax purposes) the Sponsor Contribution, the Sponsor shall receive 44.1% of New Convertible Preferred Equity. Pursuant to the Restructuring Support Agreement, the Sponsor will vote to accept the Plan.
General Unsecured Claims	Other than the OSG February 1 Unsecured Promissory Note Claims and the OSG February 8 Unsecured Promissory Note Claims, and except to the extent that a holder of an allowed general unsecured claim agrees to less favorable treatment, on the Effective Date, such holder, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, shall (i) receive payment in full in cash paid in the ordinary course of business, (ii) be reinstated, or (iii) receive such other less favorable treatment as reasonably agreed to by the Debtors and the Plan Sponsor Parties after consultation with the Required Consenting First Lien Lenders. Holders of general unsecured claims are unimpaired under the Plan and conclusively presumed to have accepted the Plan, and, therefore, are not entitled to vote to accept or reject the Plan.
Intercompany Claims	On the Effective Date, all allowed intercompany claims shall be (i) reinstated or (ii) cancelled, released, and extinguished without any distribution at the Debtors' election with the consent of the Plan Sponsor Parties. Holders of allowed intercompany claims are not entitled to vote to accept or reject the Plan.
Existing Holdings Preferred Interests	If the Sponsor and the majority of the remaining holders of Existing Holdings Preferred Interests vote to approve the Out-of-Court Transaction, and the Restructuring is effectuated through the Out-of-Court Transaction, on the Effective Date, each holder of Existing Holdings Preferred Interests who voted in favor of the Out-of-Court Transaction shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Interests, its *pro rata* share of the Contingent Value Rights Pool. If the Restructuring is consummated pursuant to a Plan, on the Effective Date, all Existing Holdings Preferred Interests shall be cancelled and discharged and receive no distributions pursuant to the Plan.

	Notwithstanding the foregoing, if the Debtors file the Chapter 11 Cases, on the Effective Date, any holder of an Existing Holdings Preferred Interest who timely delivers to the Debtors an Opt-In Form shall receive its *pro rata* share of the Contingent Value Rights Pool. Holders of Existing Holdings Preferred Interests are impaired and shall not be entitled to vote to accept or reject the Plan.
Existing Holdings Common Interests	If the Sponsor and the majority of the remaining holders of Existing Holdings Common Interests vote to approve the Out-of-Court Transaction, and the Restructuring is effectuated through the Out-of-Court Transaction, on the Effective Date, each holder of Existing Holdings Common Interests who voted in favor of the Out-of-Court Transaction shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of such Interests, its *pro rata* share of the Contingent Value Rights Pool. If the Restructuring is consummated pursuant to a Plan, on the Effective Date, all Existing Holdings Common Interests shall be cancelled and discharged and receive no distributions pursuant to the Plan. Notwithstanding the foregoing, if the Debtors file the Chapter 11 Cases, on the Effective Date, any holder of an Existing Holdings Common Interest who timely delivers to the Debtors an Opt-In Form shall receive its *pro rata* share of the Contingent Value Rights Pool. Holders of Existing Holdings Common Interests are impaired and shall not be entitled to vote to accept or reject the Plan.
Intercompany Interests	On the Effective Date, all allowed intercompany interests shall be (i) reinstated or (ii) cancelled, released, and extinguished without any distribution at the Debtors' election with the consent of the Plan Sponsor Parties. Holders of allowed intercompany interests are not entitled to vote to accept or reject the Plan.
IMPLEMENTATION OF THE RESTRUCTURING	
Reorganized Debtors	On the Effective Date, the Debtors shall be reorganized as the Reorganized Debtors, and New TopCo shall issue the Reorganized Common Equity and the New Convertible Preferred Equity, in each case, in accordance with each of the Governance Term Sheet set forth in **Exhibit E** to the Restructuring Support Agreement and the New Convertible Preferred Equity Term Sheet set forth in **Exhibit K** to the Restructuring Support Agreement.
Non-Debtor Obligor Restructuring	The Consenting First Lien Lenders and Consenting Second Lien Lenders, respectively, agree during the Agreement Effective Period to (i) forbear from exercising any remedies with respect to defaults or Events of Default (as defined in either of the Prepetition Secured Credit Agreements) on the terms and conditions set forth in Section 5.01(a)(vi) of the Restructuring Support Agreement, and (ii) effectuate and accept, through the implementation of the New First Lien Credit Agreement, the New Non-Debtor Obligor Guaranties as of the Effective Date of the Plan in full replacement, satisfaction, and settlement of the Non-Debtor Obligor Guaranties (as it relates to the First Lien Credit Agreement).

Governance	The corporate governance terms of Reorganized Output Services Group are set forth in the Governance Term Sheet attached to the Restructuring Support Agreement as **Exhibit E**.
Exit Capital & Liquidity	On the Effective Date, the Restructuring shall be implemented through the issuance of (a) the New First Lien Facility, (b) the New Mezzanine Debt Facility, (c) the New Convertible Preferred Equity, and (d) the Reorganized Common Equity. For the avoidance of doubt, the Restructuring will result in the *pro forma* equity holdings set forth in Schedule 1 attached hereto.
Vox	On the Effective Date, the "Vox Entities" shall be contributed to PS Holdings Limited and shall be "Loan Parties" under the New First Lien Documents.
Globalex	On the Effective Date, the Sponsor Globalex Interest and the Globalex Secured Note shall be contributed/retired and Globalex shall be "Loan Party" under the New First Lien Documents.
Unexpired Leases and Executory Contracts	The Plan will provide that any executory contracts and unexpired leases that are not rejected as of the Effective Date either pursuant to the Plan or a separate motion will be deemed assumed pursuant to section 365 of the Bankruptcy Code. For the avoidance of doubt, this section includes any employee agreements, compensation, severance, and benefit programs.
KEIP	As soon as reasonably practicable the Company shall implement a key employee incentive plan (a "**KEIP**"). The KEIP shall include payments of: (i) $277,000 to members of the non-executive leadership team on July 31, 2022; (ii) $874,000 to members of the executive leadership team on July 31, 2022; and (iii) $1,092,500 to members of the executive leadership team on the Company's first payroll in January 2023.
Management Incentive Plan	As soon as reasonably practicable after the Effective Date, with the consent of the Plan Sponsor Parties, New TopCo will implement a Management Incentive Plan to be reset under the new shareholder structure, the terms of which the Company and the Plan Sponsor Parties shall use commercially reasonable efforts to agree upon by June 30, 2022.
Tax Matters	The terms of the Restructuring shall be structured to minimize, to the extent practicable, the aggregate tax impact of the Restructuring on the Debtors, taking into account both the cash tax impact of the Restructuring on the Debtors in the tax year of the Restructuring and the tax liability of the Debtors in subsequent tax years.
UK Pension Matters	Prior to the Petition Date, the Company agrees to: (a) share, in draft form with the Plan Sponsor Parties, the Required Consenting First Lien Lenders, and the Sponsor any communication or other written submission which the Company (or any of its advisors) proposes to issue, send or circulate to the trustee (the "**Pension Trustee**") (or any of the Pension Trustee's advisors) of the Communisis Pension Plan (the "**Pension Plan**") in relation to the Restructuring (any, a "**Trustee Communication**") and give the Plan Sponsor Parties, the Required Consenting First Lien Lenders, and the Sponsor a reasonable time period in which to provide comments to the Company about the form and content of any applicable Trustee Communication prior to the Company (or any of its advisors) sending to the Pension Trustee (or any of its advisors);

	(b) consult with the Plan Sponsor Parties, the Required Consenting First Lien Lenders and the Sponsor regarding any applicable Trustee Communication any amendments, alterations or additions which the Plan Sponsor Parties or Sponsor have reasonably requested; (c) make Trustee Communications to the Pension Trustee as are necessary to obtain confirmation that the Pension Trustee either considers that the Restructuring will not be materially detrimental to the employer covenant supporting the Pension Plan or does not object to the Restructuring; (d) on reasonable prior written request by the Plan Sponsor Parties, the Required Consenting First Lien Lenders, or the Sponsor, endeavor to provide or grant any such Consenting Stakeholder with access to the Pension Trustee to discuss the Restructuring or to otherwise allow the Plan Sponsor Parties to participate in any discussions by the Company with the Pension Trustee about the Restructuring; (e) keep the Plan Sponsor Parties, the Required Consenting First Lien Lenders, and the Sponsor regularly updated in writing about the status of any discussions between the Company and the Pension Trustee about the Restructuring; (f) immediately notify the Plan Sponsor Parties, the Required Consenting First Lien Lenders and the Sponsor if the Pensions Regulator: (i) raises or submits any questions, instructions or directions to the Company or, in the Company's reasonable knowledge, to the Trustee in relation to the Restructuring; (ii) issues a warning notice to the Company or any current or former director, officer, principal or employee of the Company for the purposes of the UK Pensions Act 2004; (iii) issues a contribution notice or financial support direction in relation to Company or any current or former director, officer, principal or employee of the Company for the purposes of the UK Pensions Act 2004; or (iv) exercises or threatens to exercise any power, or impose any penalty, pursuant to section 58A, section 58B, section 58C or section 58D of the UK Pensions Act 2004 against the Company or any current or former director, officer, principal or employee of the Company; (g) subject to applicable Law (including applicable fiduciary duties of directors at applicable entities, Guidance from the Pensions Regulator (for which purposes "Guidance" means guidance published by the Pensions Regulator and described as such), not stop, delay or reduce the contributions made to the Pension Plan as payable in accordance with the Pension Plan's schedule of contributions dated 27 July 2021, increase the rate of employer contributions payable to the Pension Plan as set out in the Pension Plan's recovery plan dated 27 July 2021 or increase, reduce or withdraw any security or financial support available for the Pension Plan; and (h) not proactively notify the Pensions Regulator about the Restructuring (other than as required by applicable Law, including applicable fiduciary duties of directors at applicable entities and Guidance from the Pensions Regulator).
Releases	As set forth in Section 14 of the Restructuring Support Agreement.
Exculpation	The Plan shall provide customary exculpation provisions, which shall include a full exculpation from liability in favor of the Released Parties from any and all claims and Causes of Action arising on or after the Petition Date and any and all claims and Causes of Action relating to any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, soliciting, confirming or consummating the Plan, the disclosure statement describing the Plan (the "**Disclosure Statement**"), or any contract, instrument, release or other

	agreement or document created or entered into in connection with the Specified Matters, in each case, to the maximum extent permitted by law. The Plan and Confirmation Order will also provide for such exculpation to be provided to the Released Parties by all consenting holders of Claims against and Interests in the Debtors and parallel injunctive provisions, to the fullest extent permitted by law.
Indemnification	Any director & officer liability insurance policy (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) (a "**D&O Liability Insurance Policy**") pursuant to which any of the Debtors' current and former directors, officers, managers, or other employees are insured shall remain in force through the expiration of any such Policy (or "tail policy," as applicable). On or before the Effective Date, to the extent not already obtained, the Debtors shall obtain a new D&O Liability Insurance Policy and a "tail policy" for the existing D&O Liability Insurance Policy for the benefit of the Debtors' current and former directors, officers, managers, or other employees on terms no less favorable than the Debtors' existing director, officer, manager, and employee coverage and with an available aggregate limit of liability upon the Effective Date of no less than the aggregate limit of liability under the existing director, officer, manager, and employee coverage upon placement, and at an expense reasonably acceptable to the Debtors and the Required Consenting Stakeholders. Alternatively, if the D&O Liability Insurance Policy has not expired, the Debtors shall assume (and assign to the Reorganized Debtors if necessary), pursuant to section 365(a) of the Bankruptcy Code, either by a separate motion filed with the Bankruptcy Court or pursuant to the terms of the Plan and Confirmation Order, the D&O Liability Insurance Policy. Under the Plan, all indemnification provisions currently in place (whether in the by-laws, certificates of incorporation, articles of limited partnership, limited liability company agreements, board resolutions, management agreements or employment or indemnification contracts, or otherwise) for the current and former directors, officers, employees, attorneys, other professionals, and agents of each of the Debtors and such current and former directors' and officers' respective affiliates shall be assumed by the Debtors to the extent assumable and shall remain obligations of the Reorganized Debtors, irrespective of when such obligation arose. The amended and restated bylaws, certificates of incorporation, limited liability company agreements, articles of limited partnership and other organizational documents of the Reorganized Debtors adopted as of the Effective Date shall include provisions to give effect to the foregoing.
Conditions Precedent to Consummation of the Restructuring	As set forth in Section 2.02 of the Restructuring Support Agreement.
Acknowledgement and Consent of Certain Divestitures	Each of the Consenting Stakeholders party to the Restructuring Support Agreement acknowledges and agrees that the Company may consummate the divestitures of the following business lines by no later than June 25, 2022: (i) the Pisa Group, Inc. and Telereach, Inc.; (ii) Paybox Corp; and (iii) Formost MediaOne.
Fees and Expenses	As set forth in Section 7.04 of the Restructuring Support Agreement.

Schedule 1

Pro Forma Equity Holdings Upon Restructuring

Output Services Group, Inc.
Debt Commitments and Equity Splits
(In USD)

Bridge and DIP Financing Commitments

Bridge Financing Commitments	$	Conversion at Closing Date: Mezzanine $	Conversion at Closing Date: Pref $
Pemberton	$ 5,300,000	$ -	$ 5,300,000
Apogem	4,700,000	-	4,700,000
Total Bridge Financing Commitment	10,000,000	-	10,000,000
DIP Loan Commitments			
Pemberton	7,900,000	-	7,900,000
Apogem	7,100,000	1,800,000	5,300,000
Total DIP Financing Commitment	15,000,000	1,800,000	13,200,000
Total Bridge / DIP Commitments			
Pemberton	13,200,000	-	13,200,000
Apogem	11,800,000	1,800,000	10,000,000
Total Bridge and DIP Commitments	**$ 25,000,000**	**$ 1,800,000**	**$ 23,200,000**

Mezzanine Loans

Converted Mezz Loans	$
Pemberton[1]	$ 23,324,702
Apogem	21,053,333
Total Converted Mezz Loans	44,378,036
New Mezz Loans	
Pemberton	10,000,000
Apogem	15,000,000
Total Converted Mezz Loans	25,000,000
Total Mezzanine Loans	**$ 69,378,036**

Convertible Preferred Equity

New Money Preferred Equity	$	$ Incl. Promote	% of Pref
Pemberton	$ 35,000,000	$ 49,000,000	43.5%
Apogem	10,000,000	14,000,000	12.4%
Total New Money Preferred	45,000,000	63,000,000	55.9%
Aquiline Contributions			
Aquiline Contribution - Vox	10,550,000	14,770,000	13.1%
Aquiline Contribution - RevoPay Debt	21,200,000	29,680,000	26.3%
Aquiline Contribution - RevoPay Equity	3,800,000	5,320,000	4.7%
Total Aquiline Contributions	35,550,000	49,770,000	44.1%
Total Convertible Preferred Equity	**$ 80,550,000**	**$ 112,770,000**	**100.0%**

Common Equity (Before Pref Conversion)

2L Equitization (75% of Principal Balance)	$	Equity %[2]
Pemberton[1]	$ 62,246,999	52.5%
Apogem	56,250,000	47.5%
Total Common Equity Before Pref Conversion	**$ 118,496,999**	**100.0%**

Common Equity (Incl. Pref Conversion)

	$	Equity %[2]
Pemberton[1]	$ 111,246,999	48.1%
Apogem	70,250,000	30.4%
Aquiline	49,770,000	21.5%
Total Common Equity	**$ 231,266,999**	**100.0%**

(1) Assumes GBP / USD = 1.2599 per Reuters World Currency Page as of 11am (London time) on 5/31/22; original principal amount at issuance was equivalent to $80,000,000 (GBP 65,875,068 at GBP / USD = 1.21442); OSG's business plan assumed GBP / USD = 1.3447

(2) Prior to dilution from the management incentive plan

EXHIBIT D

DIP TERM SHEET

Final Version

OUTPUT SERVICES GROUP, INC.

$25,000,000 Junior Secured DIP Term Loan Facility[1]

Summary of Principal Terms and Conditions

THIS SUMMARY OF TERMS AND CONDITIONS OUTLINES CERTAIN TERMS OF THE PROPOSED JUNIOR DIP FACILITY REFERRED TO BELOW. THIS SUMMARY OF TERMS AND CONDITIONS WAS PREPARED FOR DISCUSSION PURPOSES ONLY AND DOES NOT CONSTITUTE A COMMITMENT TO PROVIDE ANY FINANCING TO THE BORROWER. THIS PROPOSED TERM SHEET IS NOT EXHAUSTIVE AS TO ALL OF THE TERMS AND CONDITIONS THAT WOULD GOVERN THE TRANSACTIONS DESCRIBED HEREIN. THE STATEMENTS CONTAINED IN THIS TERM SHEET AND ALL DISCUSSIONS BETWEEN AND AMONG THE PARTIES IN CONNECTION THEREWITH CONSTITUTE CONFIDENTIAL SETTLEMENT COMMUNICATIONS ENTITLED TO PROTECTION UNDER RULE 408 OF THE FEDERAL RULES OF EVIDENCE.

Borrower:	Output Services Group, Inc., a New Jersey corporation, as debtor and debtor in possession.
Holdings:	OSG Holdings, Inc., a New Jersey corporation.
Guarantors:	Holdings and each of Guarantors listed on Exhibit B hereto, each as a debtor and debtor in possession. Such Guarantors, together with the Borrower, are referred to herein each as a "***Loan Party***" and collectively, as the "***Loan Parties***". "***Chapter 11 Cases***" mean proceedings under chapter 11 of title 11 of the U.S. Code (the "***Bankruptcy Code***") of the Borrower and the Guarantors before that certain U.S. Bankruptcy Court for the District of Delaware or such other court as may have jurisdiction over the Chapter 11 Cases (the "***Bankruptcy Court***").
Prepetition Credit Agreements; Prepetition Collateral:	That certain Second Lien Credit Agreement, dated as of September 13, 2019, among the Borrower, Holdings, the other Loan Parties party thereto, the lenders party thereto, and Wilmington Trust, National Association, as the administrative agent and collateral agent (as amended by the First Amendment, dated as of September 23, 2020, as amended by the Second Amendment, dated as of January 14, 2022, as amended by the Third Amendment, dated as of May 31, 2022 (the "***Third Amendment***") and as further amended, restated, supplemented or otherwise modified from time to time, the "***2L Credit Agreement***"). That certain First Lien Credit Agreement, dated as of March 27, 2018, among the Borrower, Holdings, the other Loan Parties party thereto, the lenders party thereto, and Barclays Bank PLC, as the administrative agent and collateral agent (as amended, restated, supplemented or otherwise

[1] Capitalized terms used but not defined in this Term Sheet shall have the meanings ascribed to them in the 2L Credit Agreement (as defined herein).

modified, the "***1L Credit Agreement***" and together with the 2L Credit Agreement, the "***Prepetition Credit Agreements***").

As used herein, "***Prepetition Collateral***" shall mean "Collateral" as defined in that certain Second Lien Intercreditor Agreement, dated as of September 17, 2019 among Holdings, the Borrower, the other Grantors from time to time party thereto, the Representative (as defined therein) for the First Lien Credit Agreement Secured Parties (as defined therein), the Representative (as defined therein) for the Second Lien Credit Agreement Secured Parties (as defined therein), and each additional Second Priority Representative and Senior Representative (each as defined therein) party thereto from time to time the (as amended, supplemented or otherwise modified from time to time "**Existing *Intercreditor Agreement***").

Junior DIP Facility: A junior priority secured debtor in possession term loan facility (the "***Junior DIP Facility***") consisting of: (A) an aggregate principal amount of $15 million in "new money" loans (the "***New Money DIP Term Loans"*)** and (B) an aggregate principal amount of $10 million constituting "rolled-up" 2022 Incremental Loans (the ***"Rolled-Up Term Loans"***; together with the New Money DIP Term Loans, the "***DIP Term Loans***"). The "***Initial Borrowing***" of $5 million of New Money DIP Term Loans shall be made available upon the entry of the Interim DIP Order (as defined below) and satisfaction (or waiver by the DIP Lenders) of the other conditions precedent provided herein, and the "***Subsequent Borrowing***" of the remainder of the New Money DIP Term Loans shall be made available not later than two (2) business days following the entry of the Final DIP Order (as defined below). The Rolled-Up Term Loans shall constitute DIP Term Loans upon entry of the Interim DIP Order. DIP Term Loans that are repaid or prepaid may not be reborrowed.

Provided the Restructuring Support Agreement to which this DIP Term Sheet is attached as Exhibit D (the "***Restructuring Support Agreement***"), is still then in effect, $23,200,000 in principal amount of outstanding DIP Term Loans (plus interest) will be rolled into New Convertible Preferred Equity (as defined in the Restructuring Support Agreement) and the remaining $1,800,000 in principal amount of outstanding DIP Term Loans (plus interest) will be rolled into the New Mezzanine Debt Facility (as defined in the Restructuring Support Agreement), upon the consummation of a plan of reorganization filed in the Chapter 11 Cases.

Notwithstanding anything to contrary contained herein or in the Restructuring Support Agreement, and for the avoidance of doubt, the interest and fees payable under the Junior DIP Facility shall not reduce the New Convertible Preferred Equity Commitments or the New Mezzanine Debt Loan Commitment (each as defined in the Restructuring Support Agreement).

DIP Agent: [●], shall serve as the ***"DIP Agent"***.

DIP Lenders: The existing Lenders under the 2L Credit Agreement shall constitute the ***"DIP Lenders"***, and each of such lenders being individually a "***DIP Lender***" (and with the "DIP Agent" the "Junior DIP Secured Parties").

Use of Cash Collateral: In addition to the liquidity provided by the New Money DIP Term Loans under the Junior DIP Facility, the Interim DIP Order and Final DIP Order will authorize the Loan Parties to use any collateral that constitutes "cash collateral" as such term is defined in section 363(a) of the Bankruptcy Code and that constitutes Collateral ("***Cash Collateral***") in accordance with the terms hereof.

Purpose/Use of Proceeds: The Cash Collateral and the proceeds of the Junior DIP Facility will be used in accordance with the Budget (as defined in, and delivered pursuant to, the Restructuring Support Agreement), subject to permitted variances for working capital and the general corporate purposes of the Loan Parties, including allowed administrative expenses incurred during the Chapter 11 Cases and for payments covered by the Carve-Out (as defined below).

Mandatory Prepayments: Subject to the Carve-Out, obligations under the Junior DIP Facility shall be prepaid in accordance with the terms of the DIP Term Loan Credit Agreement (as defined below) and the Existing Intercreditor Agreement, as applicable, with 100% of the net cash proceeds of:

(a) all asset sales or other dispositions of property of any Loan Party, including dispositions of Collateral and unencumbered (or partly encumbered) assets that are subject to a superpriority claim in favor of the DIP Agent and the DIP Lenders (other than dispositions in the ordinary course of business or assets no longer useful in the business, dispositions specifically approved by the DIP Lenders in advance and dispositions provided for in the Budget) (without any reinvestment rights but with a de minimis dollar threshold in an amount to be agreed; *provided*, that if the Required Lenders so consent (such consent not to be unreasonably withheld), asset sale proceeds received pursuant to this section may be utilized by the Debtors in accordance with the Budget));

(b) all issuances or incurrences of debt-for-borrowed money not permitted by the DIP Term Loan Credit Agreement; and

(c) all casualty and condemnation events, in certain cases subject to a threshold and limited reinvestment rights to be agreed;

provided that no mandatory prepayments shall be made until the First Lien Obligations (as defined below) are paid in full.

Optional Prepayments After the termination of the Restructuring Support Agreement (and solely with the prior written consent of the Required Consenting First Lien Lenders (as defined in the Restructuring Support Agreement and notwithstanding termination thereof)), the Borrower may prepay the DIP

Term Loans without any premium or penalty; otherwise no optional prepayments shall be permitted until all First Lien Obligations are paid in full.

Collateral; Lien Priority: The DIP Orders (as defined below) shall grant and approve, among other things, the liens, claims and security interests in the order of priority described below:

(a) pursuant to Bankruptcy Code Section 364(c)(1), a joint and several superpriority administrative expense claim in the Chapter 11 Cases in respect of all obligations under the Junior DIP Facility (the "***DIP Superpriority Claim***") with priority over all other administrative expenses and claims; *provided, however,* that the DIP Superpriority Claims shall be junior to (1) the Carve-Out and (2) the First Lien Superpriority Adequate Protection Claim (each as defined below);

(b) pursuant to Bankruptcy Code Section 364(c)(2), but subject and junior to the Carve Out, all obligations under the Junior DIP Facility shall be secured by automatically perfected and unavoidable first priority security interests in, and liens on, the proceeds of the New Money DIP Term Loans (the "***DIP New Money Collateral***"), which proceeds, until used, shall be held in a separate bank account of the Borrower's and not commingled with the Borrower's operating cash;

(c) pursuant to Bankruptcy Code Section 364(c)(3), but subject and junior to (1) the Carve Out and (2) the Junior DIP Liens (as defined herein), the First Lien Obligations shall be secured by valid, binding, enforceable, automatically perfected and unavoidable junior priority security interests in, and liens on, the DIP New Money Collateral;

(d) pursuant to Bankruptcy Code Section 364(c)(3), but subject and junior to (1) the Carve Out, (2) the Junior DIP Liens, (3) the First Lien Replacement Liens (as defined herein) and (4) the prepetition liens and security interests of the First Lien Secured Parties (as defined herein) (the "***Prepetition First Liens***"), the Second Lien Obligations (as defined herein) shall be secured by valid, binding, enforceable, automatically perfected and unavoidable junior priority security interests in, and liens on, the DIP New Money Collateral;

(e) pursuant to Bankruptcy Code Section 364(c)(3), but subject and junior to (1) the Carve Out, (2) the First Lien Replacement Liens, (3) the Prepetition First Liens (solely to the extent of any Collateral (as defined in the 1L Credit Agreement)), and (4) the Permitted Prior Liens (as defined below), all obligations under the Junior DIP Facility shall be secured by valid, binding, enforceable, automatically perfected and unavoidable junior-

priority security interest in, and liens on, the Other DIP Collateral; and

(f) pursuant to Bankruptcy Code Section 364(d)(1), all obligations under the Junior DIP Facility shall be secured by valid, automatically perfected, enforceable, and unavoidable priming liens on, and security interests in, the Other DIP Collateral, senior to the prepetition liens and security interests of the Second Lien Secured Parties (as defined herein) (the "***Prepetition Second Liens***") thereon (solely to the extent of any Collateral as defined in the 2L Credit Agreement), but junior to the (1) Carve-Out, (2) the First Lien Replacement Liens,(3) the Prepetition First Liens (solely to the extent of any Shared Collateral), and (4) Permitted Prior Liens.

As used herein, "***Permitted Prior Liens***" shall mean valid, perfected and unavoidable liens permitted under the Prepetition Credit Agreements that were in existence immediately prior to the Petition Date of such Debtor, or to valid and unavoidable liens that were in existence immediately prior to the Petition Date that were perfected subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code.

Subject to the priorities set forth herein, the term "***Other DIP Collateral***" (and together with the DIP New Money Collateral, the "***DIP Collateral***") shall include all of the Prepetition Collateral of the Loan Parties, together with all assets of each Loan Party existing on the date of the filing by such Loan Party of their petitions to commence the Chapter 11 Cases (the "***Petition Date***") and the assets of such Loan Party arising or acquired after the Petition Date, subject to customary exclusions consistent with the Prepetition Credit Agreements.

For the avoidance of doubt, Shared Collateral includes all assets of the Loan Parties upon which the Junior DIP Liens, Prepetition First Liens and Prepetition Second Liens attach.

The Other DIP Collateral shall not include actions for preferences, fraudulent conveyances, and other avoidance power claims under Sections 544, 545, 547, 548, 550 and 553 of the Bankruptcy Code (the *"**Avoidance Actions**"*), but, subject to the entry of the Final DIP Order and the priorities and conditions set forth therein, shall include the proceeds of Avoidance Actions ("***Avoidance Action Proceeds***"), which shall also be subject to the Existing Intercreditor Agreement, including Section 6.04 thereof.

The Other DIP Collateral shall (i) not include leaseholds (but it will include proceeds of any dispositions of leaseholds), and (ii) be subject to customary exclusions to be mutually agreed.

	Subject to the priorities and conditions set forth herein, the liens granted in respect of the Junior DIP Facility are referred to herein as the "***Junior DIP Liens***".
	All of the security interests and liens described herein with respect to the Loan Parties shall be effective and perfected as of the Petition Date and as set forth in the Interim DIP Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements, but without limitation of the right of the DIP Agent and DIP Lenders to require any such agreements.
Marshalling; 552(b) Waiver and Waiver of 506(c) Claims	At no time shall the Junior DIP Facility, the First Lien Obligations or the Second Lien Obligations be subject to marshalling or, subject to the entry of the Final DIP Order, to surcharge under section 506(c) of the Bankruptcy Code or the "equities of the case" exception under section 552(b) of the Bankruptcy Code.
Credit Bid	Pursuant to section 363(k) of the Bankruptcy Code, and subject to the terms of the Existing Intercreditor Agreement, whether at public auction or in a private sale process, the right of the First Lien Agent, the Second Lien Agent and the DIP Agent, to credit bid the full amount of their claims under the 1L Credit Agreement, 2L Credit Agreement, and Junior DIP Facility, respectively, shall be fully preserved, provided that any credit bid of the Second Lien Obligations or the DIP Term Loans shall provide that the First Lien Obligations are paid in full in cash upon the closing of such credit bid.
Existing Intercreditor Agreement	The Interim DIP Order and the DIP Credit Agreement shall include provisions to reflect the subordinated nature of the Junior DIP Facility, including, among other things, (i) to reflect that the Prepetition Collateral and the Other DIP Collateral do attach to the same exact assets, and (ii) deeming (a) the DIP Term Loans (other than with respect to the DIP New Money Collateral) to be Second Priority Debt Obligations (as defined in the Existing Intercreditor Agreement) (b) the Junior DIP Liens (other than with respect to the DIP New Money Collateral) to be Second Priority Collateral (as defined in the Existing Intercreditor Agreement), and (c) the Junior DIP Agent to be a Second Priority Representative (as defined in the Existing Intercreditor Agreement). Unless expressly superseded by the terms of this Junior DIP Term Sheet, the Existing Intercreditor Agreement shall continue to govern the relationship between the First Lien Secured Parties, on the one hand, and the Second Lien Secured Parties and Junior DIP Secured Parties, on the other, including, without limitation, with respect to exercising remedies with respect to any Other DIP Collateral.
Adequate Protection of the First Lien Lenders' Interests in the First Lien Collateral:	Pursuant to sections 361, 363(e), 364(d) and 507 of the Bankruptcy Code, as adequate protection for any diminution in the value of the interests of the administrative agent and the existing lenders under the 1L Credit Agreement (respectively, the "***First Lien Agent***" and the "***First Lien Lenders***"; and together, the "***First Lien Secured Parties***") in the Prepetition Collateral securing the obligations under the 1L Credit

Agreement (respectively, the "***First Lien Collateral***" and the "***First Lien Obligations***")), the First Lien Secured Parties shall receive:

(a) pursuant to Bankruptcy Code Section 361(2), valid, binding, enforceable and automatically perfected postpetition liens on all DIP Collateral (the "***First Lien Replacement Liens***"), which First Lien Replacement Liens shall be subject and junior only to the (1) Carve-Out (2) Permitted Prior Liens and (3) the Junior DIP Liens (solely with respect to the DIP New Money Collateral);

(b) an allowed superpriority administrative expense claim as contemplated by Sections 507(b) and 364(c)(1) of the Bankruptcy Code (the "***First Lien Superpriority Adequate Protection Claim***"), subject and junior to the Carve Out and otherwise senior to any and all other administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code.

(c) upon entry of the Interim DIP Order, payment in cash on each regularly scheduled interest payment date of all interest and fees under the 1L Credit Agreement at the applicable rates provided for under the 1L Credit Agreement (at the non-default rate specified therein); and

(d) upon entry of the Interim Order, payment in cash of all reasonable and documented professional fees and expenses of the First Lien Administrative Agent and the First Lien Advisors (as defined in the Restructuring Support Agreement); *provided, however*, that the payment (but not accrual) of the First Lien Advisors' fees and expenses shall be subject in all respects to Section 7.04 of the Restructuring Support Agreement; and

(e) copies of all information being provided under the "Reporting" section herein.

Adequate Protection of the Second Lien Lenders' Interests in the Collateral:

As adequate protection of any diminution in the value of the interests of the Administrative Agent and the existing Lenders under the 2L Credit Agreement (respectively, the "***Second Lien Agent***" and the "***Second Lien Lenders***"; and together, the "***Second Lien Secured Parties***") in the Prepetition Collateral securing the obligations under the 2L Credit Agreement (respectively, the "***Second Lien Collateral***" and the "***Second Lien Obligations***")), the Second Lien Secured Parties shall receive:

(a) pursuant to Bankruptcy Code Section 361(2), adequate protection replacement liens on the Collateral (the "***Second Lien Replacement Liens***"), subject and junior only to the (1) Carve-Out, (2) the First Lien Replacement Liens, (3) the Prepetition First Liens, (4) Permitted Prior Liens and (5) the Junior DIP Liens;

(b) a superpriority administrative expense claim as contemplated by Sections 507(b) and 364(c)(1) of the Bankruptcy Code (the "***2L Superpriority Adequate Protection Claim***"), subject to the (1) Carve-

Out, (2) the First Lien Superpriority Adequate Protection Claim and (3) the DIP Superpriority Claim; and

(c) without duplication of amounts required to be paid pursuant to the Junior DIP Facility, upon entry of the Interim DIP Order, payment in cash of all reasonable and documented professional fees and expenses of the Administrative Agent and the Pemberton Advisors and the GoldPoint Advisors (each as defined in the Restructuring Support Agreement); *provided however* that the payment (but not accrual) of such fees and expenses shall be subject in all respects to Section 7.04 of the Restructuring Support Agreement.

Carve-Out:

The ***"Carve-Out"*** means the sum of: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under 28 U.S.C. § 1930(a) plus interest at the statutory rate (without regard to the notice set forth in clause (iv) below); (ii) fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in clause (iv) below); (iii) to the extent allowed at any time, whether by interim or final compensation order, all professional fees of professional firms and persons (collectively, the ***"Allowed Professional Fees"***) incurred at any time before the end of the first business day following the date of delivery of a Carve-Out Trigger Notice (as defined below), including success or transaction fees earned by or payable to a professional firm or person, whether allowed by the Bankruptcy Court prior to or after delivery of a Carve-Out Trigger Notice; and (iv) Allowed Professional Fees incurred after the end of the first business day following delivery of the Carve-Out Trigger Notice in an aggregate amount not to exceed $500,000 with respect to professional persons (the amount set forth in this clause (iv) being the ***"Post-Carve-Out Trigger Notice Cap"***), with all such professional persons sharing the Post-Carve-Out Trigger Notice Cap on a pro rata basis to the extent the Allowed Professional Fees excess the Post-Carve-Out Trigger Notice Cap.

"Carve-Out Trigger Notice" means written notice to the Borrower and its counsel, counsel for any Committee (as defined below), counsel to the Required Consenting First Lien Lenders (as defined in the Restructuring Support Agreement), and the US Trustee that the Carve-Out is invoked, which notice may be delivered only after the occurrence and during the continuation of an Event of Default (as defined below) after giving effect to any applicable grace periods; *provided* that nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement, or compensation described in clauses (i), (ii), (iii) or (iv) above on any grounds.

On the day in which the Carve-Out Trigger Notice is delivered, if any, the DIP Orders shall require the Borrower to fund an escrow account solely for the benefit of the professional firms and persons entitled to the Carve-Out in the amount equal to the unpaid Allowed Professional Fees,

plus the unpaid amounts in clauses (i) and (ii) of the definition of "Carve-Out" plus the Post-Carve-Out Trigger Notice Cap.

Limitations on Use of Carve-Out, Loan Proceeds and Cash Collateral:

No portion of the Carve-Out, proceeds of the Junior DIP Facility, or Other DIP Collateral (including, without limitation, any Cash Collateral) may be used to (or support any other party to) litigate, object to, contest or otherwise challenge in any manner or raise any defenses to the obligations, debt, collateral position, liens or claims of the DIP Secured Parties, the First Lien Secured Parties, or the Second Lien Secured Parties, whether by challenging the validity, extent, amount, perfection, priority, enforceability or otherwise, of the Indebtedness under the Junior DIP Facility, the First Lien Obligations or the Second Lien Obligations, or the validity, extent, perfection, priority or enforceability of any mortgage, security interest or lien with respect thereto or any other rights or interests or replacement liens with respect thereto or any other rights or interests of the DIP Secured Parties, the First Lien Secured Parties, or the Second Lien Secured Parties, or by seeking to subordinate or recharacterize the Junior DIP Facility (or amounts outstanding thereunder), the 1L Credit Agreement (or amounts outstanding thereunder), or the 2L Credit Agreement (or amounts outstanding thereunder), or to disallow or avoid any claim, mortgage, security interest, lien, or replacement lien or by asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against any of the DIP Secured Parties, the First Lien Secured Parties, or the Second Lien Secured Parties, or any of their respective officers, directors, agents, or employees; *provided*, *however*, that notwithstanding the foregoing, any official unsecured creditors' committee appointed in the Loan Parties' Chapter 11 Cases (a ***"Committee"***) may use up to $25,000 in the aggregate to investigate the, validity, extent, perfection and priority of any claims or security interests of the First Lien Secured Parties or the Second Lien Secured Parties.

In addition, none of the Carve-Out, proceeds of the Junior DIP Facility, nor any Other DIP Collateral (including, without limitation, any Cash Collateral) shall be used in connection with (a) preventing, hindering or delaying the DIP Secured Parties', the First Lien Secured Parties', or the Second Lien Secured Parties' enforcement or realization upon the Collateral or the exercise of rights once an event of default has occurred and is continuing, (b) using or seeking to use Cash Collateral or selling or otherwise disposing of the Collateral other than as provided herein, (c) using or seeking to use any insurance proceeds related to the DIP Collateral without the consent of the DIP Agent and the First Lien Agent; or (d) incurring Indebtedness other than in accordance with the Budget or other than as permitted in the DIP Documentation; provided that the foregoing limitations shall not prevent the Loan Parties and their professionals to prepare for, and from being heard, in connection with any dispute as to whether an event of default has occurred and is continuing.

Challenge Period:

The Interim DIP Order and Final DIP Order shall provide that a Committee and any other party in interest must file a pleading with the

Bankruptcy Court challenging the validity, extent, perfection and/or priority of any claims or security interest of the First Lien Secured Parties or the Second Lien Secured Parties prior to the later of (a) 60 days after a Committee is appointed in the Chapter 11 Cases, or (b) 75 days after the Petition Date. Failure of the Committee or any other party in interest to file such a pleading with the Bankruptcy Court shall forever bar such party from making such a challenge.

Closing Date: The date on which the Interim DIP Order is entered by the Bankruptcy Court and the conditions precedent under the Junior DIP Facility have been satisfied or waived (the "***Closing Date***"), but in no event later than three (3) business days after the Petition Date.

The DIP Agent and DIP Lenders will not provide any loans other than those authorized under the Interim DIP Order unless, on or before the 35th day following the Petition Date, a final DIP Order shall have been entered and shall not have been reversed, modified, amended, stayed or vacated and shall not be subject to a stay pending appeal, and which shall be in form and substance acceptable to the DIP Lenders in all respects, the "***Final DIP Order***", and together with the Interim DIP Order, collectively, "***DIP Orders***" and individually, a "***DIP Order***").

Maturity: The Junior DIP Facility shall be repaid in full in cash (and, to the extent not already terminated, all commitments thereunder shall automatically and permanently terminate) on the earliest of following dates;

(a) August 23, 2022,

(b) 17 days after the Petition Date if the Final DIP Order has not been entered,

(c) the "effective date" of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court,

(d) the date the Chapter 11 Cases are dismissed or converted to chapter 7 case(s),

(e) the acceleration and termination of the Junior DIP Facility, or

(f) the closing date of any sale of all or substantially all of the assets of the Loan Parties;

provided, however, that without the consent of the Required Consenting First Lien Lenders (as defined in the Restructuring Support Agreement), the Junior DIP Facility cannot be repaid from proceeds of Other DIP Collateral until all First Lien Obligations are paid in full or otherwise satisfied.

Interest Rates:	Same as 2022 Incremental Loans. Interest to accrue monthly and be paid-in-kind.
Fees:	The Borrower will pay certain fees in connection with the Junior DIP Facility as set forth on Exhibit C to this Term Sheet.
Expenses:	The Borrower shall pay all reasonable and documented out-of-pocket costs and expenses of the DIP Agent (limited to counsel only), the DIP Lenders (including reasonable and documented fees and expenses of counsel and their respective financial advisors, which shall be Latham & Watkins LLP on behalf of Pemberton, Houlihan Lokey on behalf of Latham & Watkins LLP as counsel to Pemberton, Akin Gump Strauss Hauer & Feld LLP on behalf of GoldPoint, Carl Marks on behalf of Akin Gump Strauss Hauer & Feld LLP as counsel to GoldPoint, and local counsel in each appropriate jurisdiction) in connection with administering the Junior DIP Facility, preparing all documents and enforcing any and all obligations relating to the Junior DIP Facility; *provided, however*, that the payment (but not accrual) of such fees and expenses shall be subject in all respects to Section 7.04 of the Restructuring Support Agreement.
Documentation:	The credit agreement documenting the Junior DIP Facility (the "***DIP Term Loan Credit Agreement***") and the other documentation with respect to the Junior DIP Facility (collectively, the "***DIP Documentation***") shall be based upon the existing 2L Credit Agreement, with such changes to reflect the terms hereof, and shall otherwise to be in form and substance reasonably satisfactory to the DIP Lenders.
Financial Covenants:	None.
Compliance with Budget:	The Loan Parties shall comply with the Budget delivered pursuant to the Restructuring Support Agreement or an updated budget approved by the Required Consenting First Lien Lenders and the Plan Support Parties (each as defined in the Restructuring Support Agreement), in each case, subject to the Variance Reports delivered pursuant to the restructuring Support Agreement.
Reporting:	As set forth in the Restructuring Support Agreement and substantially consistent with the 2L Credit Agreement with additional customary reporting to reflect the junior priority secured debtor-in-possession nature of the Junior DIP Facility.
Representations and Warranties:	Substantially consistent with the existing 2L Credit Agreement (except where deviations are reasonably necessary to reflect the circumstances) with additional customary representations and warranties to reflect the junior priority secured debtor-in-possession nature of the Junior DIP Facility.
Affirmative Covenants:	Substantially consistent with the 2L Credit Agreement with additional customary affirmative covenants to reflect the junior priority secured

debtor-in-possession nature of the Junior DIP Facility, including, without limitation:

(a) all "first day" and "second day" orders will be reasonably satisfactory to the DIP Lenders,

(c) the Loan Parties shall promptly provide to the DIP Lenders not later than 10 days prior to the filing thereof all proposed forms of any plan of reorganization and/or any disclosure statement related to such plan,

(d) the Loan Parties shall promptly provide to the DIP Lenders all notices of litigation, defaults, and unmatured defaults and certain other information (including all documents filed with the Bankruptcy Court or distributed to any Committee),

(e) the Loan Parties shall promptly provide to the DIP Lenders notice of any event, occurrence, or circumstance in which a material portion of the DIP Collateral is damaged, destroyed, or otherwise impaired or adversely affected,

(f) the Loan Parties shall promptly and diligently oppose any motion filed by persons in the Bankruptcy Court to lift the stay on a material portion of the DIP Collateral, any motion filed by persons in the Bankruptcy Court to terminate the exclusive ability of the Loan Parties to file a plan of reorganization, and any other motion filed by persons in the Bankruptcy Court that, if granted, could reasonably be expected to have a material adverse effect on the DIP Agent, the DIP Lenders or any Collateral, and

(g) Satisfaction of each of the Milestones set forth in Section 4 of the Restructuring Support Agreement.

Negative Covenants: Substantially consistent with the 2L Credit Agreement with additional customary negative covenants to reflect the junior priority secured debtor-in-possession nature of the Junior DIP Facility.

Events of Default: Substantially consistent with the 2L Credit Agreement with certain changes to the existing events of default and additional customary events of default (with customary grace periods and materiality qualifiers) to reflect the junior priority secured debtor-in-possession nature of the Junior DIP Facility, including, without limitation, the following:

(a) the filing by any Loan Party of any pleading, motion or application seeking, the Loan Parties shall consent to any pleading, motion or application seeking, or the entry of an order, authorizing, approving or granting:

(i) conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code;

(ii) the dismissal of any of the Chapter 11 Cases (or any subsequent Chapter 7 case);

(iii) appointment of a trustee, examiner or disinterested person with expanded powers relating to the operations or the business of any Loan Party in the Chapter 11 Cases;

(iv) additional post-petition financing not permitted by the Restructuring Support Agreement, the DIP Credit Agreement or DIP Orders or senior liens on the Other DIP Collateral not permitted by the DIP Credit Agreement or DIP Orders, in each case, without the consent of the DIP Lenders;

(v) any action materially adverse to the DIP Agent or the DIP Lenders or their rights and remedies in a material portion of the Collateral;

(vi) relief from the automatic stay for the benefit of any other creditor with respect to any material DIP Collateral without the consent of the DIP Lenders; or

(vii) any Loan Party's motion to disallow in whole or in part the DIP Lenders' claim in respect of the obligations under the Junior DIP Facility or contest any material provision of any DIP Documentation;

(b) the failure of any Loan Party to comply in any material respect with any DIP Order;

(c) an order is entered by the Bankruptcy Court in any of the Chapter 11 Cases without the express prior written consent of the DIP Lenders to revoke, reverse, stay, modify, supplement or amend the DIP Orders in a manner that is inconsistent with the Junior DIP Facility that adversely affects, and is not otherwise consented to by, the DIP Lenders;

(d) the payment by any Loan Party of any pre-petition claim without the prior written consent of the DIP Lenders other than as permitted by the Budget, subject to permitted variances set forth herein;

(e) the commencement of or support of or failure to oppose any action against any of the DIP Agent or any DIP Lender by or on behalf of any Loan Party, other than in accordance with the DIP Orders;

(f) other than as set forth herein or in the DIP Orders, any administrative expense claim is allowed having priority to or ranking in parity with the rights of the DIP Agents and DIP Lenders;

(h) the filing of any plan of reorganization that is inconsistent with the Restructuring Term Sheet attached to the Restructuring Support Agreement or does not provide for repayment in full in cash of the Junior DIP Facility without the DIP Lenders' consent;

(i) other than as set forth in the DIP Orders, payment of or granting adequate protection with respect to any of the existing secured debt of any of the Loan Parties, other than as set forth herein without the consent of the DIP Lenders;

(j) liens or super-priority claims with respect to the Junior DIP Facility shall at any time cease to be valid, perfected and enforceable in all respects with the priority described herein;

(k) allowance of any claim under Bankruptcy Code Section 506(c) or otherwise against any or all of the DIP Agent, the DIP Lenders or the Collateral;

(l) any termination or modification of the exclusivity periods set forth in Bankruptcy Code Section 1121;

(m) any Material Subsidiary of a Loan Party that is not subject to the Chapter 11 Cases becomes subject to an insolvency proceeding without the consent of the DIP Lenders, unless commenced by or with the prior written consent of the DIP Lenders;

(n) the occurrence of a Budget Event; or

(o) the failure to meet any Milestone.

The DIP Agent and the DIP Lenders may exercise remedies under the Junior DIP Facility consistent with the DIP Documentation and the DIP Orders upon three (3) business days' notice from the DIP Agent to the Loan Parties (and their counsel) and the U.S. Trustee of the occurrence and continuance of an event of default under the Junior DIP Facility; *provided, however*, that the DIP Agent and the DIP Lenders agree not to oppose a request by the Loan Parties for an expedited hearing during such three (3) business-day period to determine whether an event of default has occurred and is continuing and to re-impose or continue the automatic stay under section 362 of the Bankruptcy Code. During the three (3) business day notice period, the Loan Parties may use the proceeds of the DIP Term Loans to fund operations in accordance with the Budget and to fund any Cave-Out reserve account.

	Notwithstanding the foregoing, any exercise of remedies with respect to Other DIP Collateral shall be subject to the Existing Intercreditor Agreement, including Article III thereof, in all respects.
Certain Matters Related to the Use of Cash Collateral	The DIP Orders shall provide, for the benefit of the First Lien Secured Parties, the right to terminate consensual use of Cash Collateral upon three (3) business days' notice from the occurrence and continuance of any Event of Default included in the DIP Credit Agreement, modified *mutatis mutandis* to reflect customary termination rights for the use of cash collateral, subject to any hearing requested by the Loan Period during the notice period regarding whether or not an Event of Default occurred and is continuing.
Conditions Precedent to Initial Borrowing:	The conditions precedent to the Initial Borrowings under the Junior DIP Facility on the Closing Date shall consist of those conditions precedent customarily required in similar financings, including the conditions applicable to the Junior DIP Facility set forth on Exhibit A hereto.
Conditions to Subsequent Borrowing and Withdrawals:	The conditions precedent to Subsequent Borrowing after the Closing Date will consist of those conditions precedent customarily required in similar financings, including, without limitation: (a) entry of the Final DIP Order; (b) receipt by the DIP Agent and the DIP Lenders of a borrowing notice in form and substance satisfactory to the DIP Lenders (c) the Restructuring Support Agreement shall remain in full force and effect and not have been terminated or purported to have been terminated by any party thereto; (d) all reasonable and documented out-of-pocket costs, fees, expenses (including, without limitation, reasonable and documented legal fees and expenses) set forth in the DIP Documentation or otherwise required to be paid to the DIP Agent and the DIP Lenders on or before such date shall have been paid in accordance with the Restructuring Support Agreement; and (e) all representations and warranties of the Loan Parties set forth in the DIP Documentation shall be true and correct in all material respects (or if qualified by materiality, in all respects) and no default or event of default shall have occurred or be continuing.
Indemnification:	Substantially consistent with the 2L Credit Agreement.
Governing Law:	New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the State of New York. The Loan Parties will submit to the exclusive jurisdiction and venue of the Bankruptcy Court, or in the event that the Bankruptcy Court does not

	have or does not exercise jurisdiction, then in any state or federal court of competent jurisdiction in the State, County and City of New York, borough of Manhattan.
Counsel to the DIP Lenders:	Latham & Watkins LLP on behalf of Pemberton; Akin Gump Strauss Hauer & Feld LLP on behalf of GoldPoint.
Counsel to the DIP Agent:	[_____]

EXHIBIT A

Conditions Precedent to Initial Borrowings under Junior DIP Facility on the Closing Date:

(a) The Loan Parties shall have complied in full with the notice and other requirements of the Bankruptcy Code, in a manner acceptable to the DIP Lenders with respect to the Interim DIP Order and the DIP Lenders shall have received such evidence thereof as they shall reasonably require. No trustee, or other disinterested person with expanded powers pursuant to Section 1104(c) of the Bankruptcy Code, shall have been appointed or designated with respect to any Loan Party or their respective business, properties or assets and no motion shall be pending seeking any such relief. All of the "first day orders" and "second day orders" entered by the Bankruptcy Court at the time of the commencement of the Chapter 11 Cases and prior to the Interim DIP Order shall be in form and substance reasonably satisfactory to the DIP Lenders. An interim cash management order approving the cash management arrangements of the Loan Parties consistent with the requirements under the Junior DIP Facility, and otherwise in form and substance reasonably satisfactory to the DIP Lenders, shall have been entered and shall be in full force and effect.

(b) The Restructuring Support Agreement shall have become effective and remain in full force and effect in accordance with the terms thereof.

(c) The Interim DIP Order shall have been entered by the Bankruptcy Court.

(d) Receipt by the DIP Lenders of the Budget or an updated budget approved by the Required Consenting First Lien Lenders and the Plan Support Parties (each as defined in the Restructuring Support Agreement).

(e) Execution and delivery of all DIP Documentation for the Junior DIP Facility by the parties thereto.

(f) No defaults or events of default on the Closing Date under any of the DIP Documentation shall exist. The DIP Agent and the DIP Lenders shall have received the payment of all fees required to be paid on the Closing Date under the terms hereof or otherwise under the DIP Documentation. The DIP Agent and the DIP Lenders shall have received payment of all reasonable and documented out-of-pocket costs and expenses (including, without limitation, the reasonable and documented fees and expenses of counsel) incurred for the period through and including the Closing Date.

(g) Receipt by the DIP Lenders and the DIP Agent of borrowing notices in form and substance satisfactory to the DIP Lenders.

(h) All representations and warranties of the Loan Parties set forth in the DIP Documentation shall be true and correct in all material respects (or if qualified by materiality, in all respects).

EXHIBIT B

Guarantors

OSG GROUP HOLDINGS, INC.
OSG INTERMEDIATE HOLDINGS, INC.
OSG HOLDINGS, INC.

EXHIBIT C

Fees under Junior DIP Facility

The Borrower agrees to pay (or cause to be paid) the following:

Commitment Fee:	With respect to the New Money DIP Term Loans, an amount equal to 4.0% of the commitment to extend such New Money DIP Term Loans, payable in kind, half of which shall be paid on the Closing Date and half of which shall be paid upon entry of the Final DIP Order.

EXHIBIT E

GOVERNANCE TERM SHEET

[TOPCO, LLC]
GOVERNANCE TERM SHEET
May 31, 2022

THIS GOVERNANCE TERM SHEET[1] SUMMARIZES CERTAIN MATERIAL TERMS IN RESPECT OF THE ORGANIZATIONAL AND GOVERNANCE MATTERS SET FORTH IN THE RESTRUCTURING TERM SHEET.

THIS GOVERNANCE TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES. ANY SUCH OFFER WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS. NOTHING CONTAINED IN THIS GOVERNANCE TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY OR DEEMED BINDING ON ANY OF THE PARTIES HERETO, UNTIL THE OCCURRENCE OF THE EFFECTIVE DATE, ON THE TERMS DESCRIBED IN THE RESTRUCTURING TERM SHEET AND THE RESTRUCTURING SUPPORT AGREEMENT.

UNLESS OTHERWISE SET FORTH HEREIN, TO THE EXTENT THAT ANY PROVISION OF THIS GOVERNANCE TERM SHEET IS INCONSISTENT WITH THE RESTRUCTURING TERM SHEET, THE TERMS OF THIS GOVERNANCE TERM SHEET WITH RESPECT TO SUCH PROVISION SHALL CONTROL. THE ORGANIZATIONAL AND GOVERNANCE MATTERS DESCRIBED HEREIN WILL BE SUBJECT TO THE NEGOTIATION AND COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY RESTRUCTURING SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH AGREED AND EXECUTED DEFINITIVE DOCUMENTS.

THIS GOVERNANCE TERM SHEET HAS BEEN PRODUCED FOR SETTLEMENT PURPOSES ONLY AND IS SUBJECT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND OTHER SIMILAR APPLICABLE STATE AND FEDERAL STATUTES, RULES AND LAWS. NOTHING IN THIS GOVERNANCE TERM SHEET SHALL BE DEEMED OR CONSTRUED AS AN ADMISSION OF FACT OR LIABILITY OF ANY KIND. THIS GOVERNANCE TERM SHEET AND THE INFORMATION CONTAINED HEREIN IS STRICTLY CONFIDENTIAL AND SHALL NOT BE SHARED WITH ANY OTHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEBTORS, THE REQUIRED CONSENTING STAKEHOLDERS, AND THE DIP LENDERS.

OVERVIEW OF TERMS AND CONDITIONS	
Post-Restructuring Interests in TopCo	Upon consummation of the Restructuring contemplated by the Restructuring Support Agreement, the equity interests of [TopCo, LLC], a Delaware limited liability company (the "Company") will consist of (i) common equity (the "Common Equity") and (ii) preferred equity (the "Preferred Equity"). The Company shall be an entity that owns directly or indirectly (through one or more wholly-owned subsidiaries) all of the issued and outstanding Interests in Reorganized Output Services Group.
Board of Managers	The Board of Managers ("Board") of the Company will manage the business and affairs of the Company and its subsidiaries. Upon consummation of the Restructuring, the Board shall initially consist of a total of seven (7) managers, including: • three (3) managers designated by Pemberton[2], *provided that*, in the event (i) of a 10% reduction (other than as a result of any issuance of (x) equity securities under a management incentive plan or (y) CVR certificates in respect of Existing

[1] Capitalized terms used but not defined in this Governance Term Sheet shall have the meanings ascribed to them in the Restructuring Support Agreement to which this Governance Term Sheet is attached as Exhibit E.

[2] "Pemberton" refers to Pemberton Strategic Credit Holdings S.A.R.L., Pemberton Managed Account A Holdings S.A.R.L, Pemberton Managed Account B Holdings S.A.R.L and any of their affiliates and related funds.

	Holdings Common Interests in accordance with the Restructuring Support Agreement) of Pemberton's ownership of the Company on an as-converted and fully diluted basis, the number of managers that Pemberton shall have the right to designate will decrease from three (3) to two (2); and (ii) (A) Pemberton acquires all of Apogem's Preferred Equity or (B) Pemberton's ownership of the Company on an as-converted basis is greater than 50% of the outstanding equity interests of the Company, then Pemberton shall have the right to designate a majority of the managers of the Board (and the number of managers on the Board shall be increased, if necessary); • two (2) managers designated by Apogem, provided that, in the event (i) Apogem transfers all of its Preferred Equity to Pemberton or (ii) of a 5% reduction (other than as a result of any issuance of (x) equity securities under a management incentive plan or (y) CVR certificates in respect of Existing Holdings Common Interests in accordance with the Restructuring Support Agreement) of Apogem's equity ownership interest of the Company on an as-converted and fully diluted basis, the number of managers that Apogem shall have the right to designate will decrease from two (2) to one (1); • one (1) manager designated by the Sponsor; and • one (1) seat held by the then-current chief executive officer of the Company. If a manager resigns, is removed, dies or becomes incapacitated, or if there is a vacancy for any other reason, a replacement manager will be designated by the party designated above to fill such vacancy, *provided that*, if no party has a right to designate such replacement, the vacancy shall be filled by the holders of a majority of the outstanding equity interests of the Company on an as-converted basis. The fiduciary duties of the managers of the Board shall be waived to the fullest extent permitted under applicable law.
Board Observer Rights	Pemberton shall be entitled to designate a person to observe the Board's actions and meetings (including the actions and meetings of committees of the Board), and each meeting of any Applicable Governing Body (as defined below), if all of the managers designated by Pemberton (i) are independent, disinterested, unaffiliated with, and do not have any material business or close personal relationships or any history of any material business or close personal relationships with any or all of the Company or any of the members or any of their respective affiliates (or any of their respective successors and assigns), (ii) are not employees of the Company or any member or any of their respective affiliates, and (iii) have the qualifications necessary, with respect to experience, educational background and integrity, to serve as a manager of the Company and its subsidiaries (each, an "Independent Manager"). Apogem shall be entitled to designate a person to observe the Board's actions and meetings (including the actions and meetings of committees of the Board), and each meeting of any Applicable Governing Body, if the manager designated by Apogem is an Independent Manager. The New First Lien Lenders shall be entitled to designate a person (the "1L Observer"), which designee shall be reasonably acceptable to Pemberton and Apogem if such designee is not an employee of any of the New First Lien Lenders or any of their affiliates or related funds, to observe the Board's actions and meetings (including the actions and meetings of committees of the Board), and the actions and meetings of any Applicable Governing Body. The Company shall be required to pay the 1L Observer

	market-rate compensation (not to exceed $125,000 per year) and shall reimburse the 1L Observer for all costs and expenses incurred by the 1L Observer in connection with his or her role as an observer. The right of the New First Lien Lenders to designate the 1L Observer shall be suspended at any time that the total net leverage of the Company and its subsidiaries falls below 3.5x. The designees shall be provided with copies of all documents, materials and other information given to any member of the Board or other governing body no later than the time at which any such member is provided with such documents, materials or other information. "Applicable Governing Body" means any governing body of a material subsidiary of the Company that makes material decisions with respect to such subsidiary or any of its subsidiaries other than decisions that (i) are consistent with authorizations or approvals of the Board or (ii) relate to day-to-day operations of such subsidiary so long as such decisions relating to day-to-day operations of such subsidiary are not inconsistent with authorizations or approvals of the Board.
Certain Approval Rights of the Board	All actions that will require approval of the Board shall require the affirmative approval of a majority of the members of the Board including at least one (1) manager designated by Pemberton.
Information Rights	Any equityholder of at least 5% of the outstanding equity interests of the Company on an as-converted basis will receive quarterly unaudited and annual audited financial statements.
Transfer Rights	No equityholder (other than Pemberton subject to compliance with the Tag-along Rights described below) shall, directly or indirectly, sell, exchange, transfer, hypothecate, negotiate, gift, bequeath, convey in trust, pledge, mortgage, grant a security interest in, assign, encumber or otherwise dispose of all or any portion of its equity interests, including by merger, consolidation, liquidation, dissolution, dividend, distribution or otherwise without the prior written consent of a majority of the Board, except for transfers (i) in a tag-along sale, (ii) pursuant to a Drag-Along Sale, (iii) to its affiliates or a related fund, or (iv) in the case of Apogem, a transfer of its Preferred Equity to Pemberton.
Drag-Along Rights	In the event that the holders of a majority of the outstanding equity interest of the Company on an as-converted basis, including Pemberton (together, the "Dragging Investors"), approve or agree to enter into a transaction that would constitute a Sale Event or otherwise result in the transfer of at least a majority of their outstanding equity interests, in a bona fide third party sale (a "Drag-Along Sale"), the Dragging Investors will have the right to compel all other holders of equity to participate in such Sale Event on a pro rata basis on the same terms and conditions; subject to customary limitations of representations, warranties and indemnities of the "dragged" holders of equity, including limitations on liability and limitations on a several and not joint basis. In the event such Sale Event is structured as a merger, all "dragged" members will be required to vote to approve or otherwise consent to, the merger and waive dissenters' appraisal rights. In connection with any such Drag-Along Sale, the Dragging Investors shall provide Apogem with information pertaining to such Drag-Along Sale that is reasonably requested by Apogem.
Tag-Along Rights	Equityholders will have the right to tag along on any sale initiated by Pemberton, on a pro rata basis, on substantially the same economic terms and conditions, subject to

	customary exceptions including for permitted transfers and transfers in connection with an IPO or Drag-Along Sale.
Preemptive Rights	Equityholders will have the *pro rata* right (determined on an as-converted basis) to subscribe for any issuance by the Company or any subsidiary of any future membership interests, shares of its capital stock, or other equity interest or any securities exercisable, convertible or exchangeable for membership interests, shares of its capital stock or other equity interest, subject to customary exceptions (including issuance of management incentive equity, equity issued as consideration in connection with an acquisition or other strategic transaction, and equity issued to debt financing sources in accordance with the governing debt documents, excluding for the avoidance of doubt any new issuance in connection with an equity cure under the existing first lien debt facility).
Registration Rights	The Company's governance documents shall contain customary registration rights, including demand registration rights in favor of Pemberton and piggy back registration rights in favor of any holder of at least 5% of the outstanding equity interests of the Company on an as-converted basis (subject to customary lock-ups and carve-backs) (including shelf registrations if the Company is eligible) following the consummation of an initial public offering of the Company (an "IPO").
Voting Rights	Except as set forth herein, all holders of Preferred Equity will have voting rights alongside holders of Common Equity on an as-converted basis on all other matters presented to such holders.
Extraordinary Transactions	The Company shall not take any of the following actions without the approval of Pemberton: • the approval, entering into or consummating of (i) any sale of all or substantially all the consolidated assets or a majority of the equity of the Company or any of its subsidiaries; (ii) any sale or decision to shut down or cease operating any business unit, line or division of the Company or any of its subsidiaries; (iii) any sale (including by stock purchase, merger or asset acquisition), lease, share exchange, license, joint venture, recapitalization or other disposition or business combination involving the Company or any of its subsidiaries; (iv) any conversion of the Company or any of its subsidiaries from a corporation, limited liability company or partnership to another entity; (v) any acquisition or disposition of the assets of the Company or any of its subsidiaries to an unaffiliated third party, subject to a *de minimis* basket to be agreed upon by the members or (vi) any combination of the foregoing (each, a "Sale Event"), in each case, in excess of an agreed upon threshold; • the authorization, issuance, disposition, purchase, redemption or repurchase or determination whether to exercise repurchase rights of any equity securities of the Company and its subsidiaries, including without limitation, options, warrants and preemptive rights, in each case, in excess of an agreed upon threshold; • the declaration or payment of any distributions in respect of the equity of the Company; • the entering into of any agreement to effect an initial public offering;

	• the creation, modification, amendment, restatement or repeal of the Certificate of Formation or LLC Agreement of the Company or equivalent organizational documents of any of its subsidiaries; • the incurrence of debt by the Company or any of its subsidiaries, in each case, in excess of an agreed upon threshold, other than trade payables or other debt incurred in the ordinary course of business or other debt permitted to be incurred by existing debt instruments, subject to a *de minimis* basket to be agreed upon by the members; • the entering into by the Company or any of its subsidiaries of any transactions with any affiliate on terms more favorable to such affiliate than would have been obtainable on an arms-length basis in the ordinary course of business; *provided that*, Pemberton shall not be allowed to approve any sale (including by stock purchase, merger or asset acquisition) of all or substantially all of the consolidated assets or a majority of the equity of the Company or any of its subsidiaries to an affiliate of Pemberton; • the termination, dissolution or winding up of the Company or any of its subsidiaries; • change the form of ownership, tax elections or accounting methods or practices that would materially adversely affect Pemberton as effect to the tax position of any other holder; and • the entering into by the Company or any of its subsidiaries of any agreement obliging, committing or binding the Company or any of its subsidiaries to do anything or take any action referred to above, and any amendment or modification of any such agreement. The Company shall not take any of the following actions without the approval of Apogem: • a Sale Event or disposition of the assets of the Company or any of its subsidiaries to an unaffiliated third party, subject to a *de minimis* basket to be agreed upon by the members (other than, for the avoidance of doubt, any Sale Event or asset sale pursuant to a Drag-Along Sale), in each case with a value that does not exceed the liquidation preference of the then outstanding Preferred Equity; • the creation, modification, amendment, restatement or repeal of the Certificate of Formation or LLC Agreement of the Company or equivalent organizational documents of any of its subsidiaries (other than in connection with the issuance of equity interest in compliance with Apogem's preemptive rights); • change the form of ownership, tax elections or accounting methods or practices that would materially adversely affect Apogem as effect to the tax position of any other holder; • the incurrence of any new mezzanine financing by the Company or any of its subsidiaries, in each case, that is not on substantially similar terms and conditions to the existing mezzanine debt instruments; and • the termination, dissolution or winding up of the Company or any of its subsidiaries.

	The Company shall not take any of the following actions without the approval of the Sponsor: • the creation, modification, amendment, restatement or repeal of the Certificate of Formation or LLC Agreement of the Company or equivalent organizational documents of any of its subsidiaries that adversely affect in any material respect the rights of the Sponsor disproportionately vis-à-vis the other holders of the same class of equity (other than in connection with the issuance of equity interest in compliance with the Sponsor's preemptive rights); and • the incurrence of any new mezzanine financing by the Company or any of its subsidiaries, in each case, that is not on substantially similar terms and conditions to the existing mezzanine debt instruments.
Tax Matters	The Company will be treated as a corporation for U.S. federal income tax purposes.
Amendments	Any amendments to or waivers of any of the terms of the Company's governance documents that adversely affect in any material respect the rights of any holder of equity securities disproportionately vis-à-vis the other holders of such class of equity shall require the approval of the holders of a majority of such class of equity securities whose rights were adversely and disproportionately affected by the relevant amendment or waiver.

EXHIBIT F

TRANSFER AGREEMENT JOINDER

Transfer Agreement Joinder

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of May 31, 2022 (the "**Agreement**"),[3] by and among the Company parties bound thereto and the Consenting Stakeholders, including the transferor to the Transferee of any Claims against, or Interests in, the Company (each such transferor, a "**Transferor**"), and agrees to be bound by the terms and conditions of the Agreement to the extent the Transferor was thereby bound, and shall be deemed a "**Consenting Stakeholder**" under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of (or other actions taken in support of the Restructuring by) the Transferor if such vote was cast (or other action taken) before the effectiveness of the Transfer discussed herein.

Date Executed:

Name:_____

Title:

Address:

E-mail:

Aggregate Amounts Beneficially Owned or Managed on Account of:	
First Lien Loans	$[●]
Second Lien Loans	$[●]
Other	$[●]

[3] Capitalized terms used but not otherwise defined herein shall having the meanings ascribed to such terms in the Agreement.

EXHIBIT G

RESTRUCTURING SUPPORT AGREEMENT JOINDER

Restructuring Support Agreement Joinder

This joinder (this "**Restructuring Support Agreement Joinder**") to the Restructuring Support Agreement (the "**Agreement**"), dated as of May 31, 2022, by and among the Company and the Consenting Stakeholders, is executed and delivered by [_] (the "**Joining Party**") as of [_]. Each capitalized term used herein but not otherwise defined shall have the meaning ascribed to it in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Restructuring Support Agreement Joinder as Annex A (as the same has been or may be hereafter amended, restated, or otherwise modified from time to time in accordance with the provisions thereof). The Joining Party shall hereafter be deemed to be a Party for all purposes under the Agreement and one or more of the Entities comprising the Consenting Stakeholders, as applicable.

2. Representations and Warranties. The Joining Party hereby represents and warrants to each other Party to the Agreement that, as of the date hereof, such Joining Party (a) is the legal or beneficial holder of, and has all necessary authority (including authority to bind any other legal or beneficial holder) with respect to, the debt or equity interest identified below its name on the signature page hereof, and (b) makes, as of the date hereof, the representations and warranties set forth in Section 11 hereof to each other Party.

3. Governing Law. This Restructuring Support Agreement Joinder shall be governed by and construed in accordance with the internal laws of the State of New York without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

☐ By checking this box, the Joining Party hereby represents and warrants that as of [_____], 2022 it held First Lien Loans and/or Second Lien Loans in the amounts set forth below:

(A) Principal Amount of First Lien Loans: $ _____

(B) Principal Amount of Second Lien Loans: _____

4. Notice. All notices and other communications given or made pursuant to the Agreement shall be sent to:

To the Joining Party at:

[JOINING PARTY] [ADDRESS]

Attn:

Facsimile: Email:

IN WITNESS WHEREOF, the Joining Party has caused this Restructuring Support Agreement Joinder to be executed as of the date first written above.

[JOINING PARTY]

By:_____
Name:
Title:

Aggregate Amounts Beneficially Owned or Managed on Account of:	
First Lien Loans	$[●]
Second Lien Loans	$[●]
Other	$[●]

EXHIBIT H-1

DIP COMMITMENTS

Second Lien Lender	DIP Facility Commitment Amount
Pemberton	$ 13,200,000[1]
GoldPoint	$ 11,800,000[2]
Total	**$ 25,000,000**

[1] To include $5,300,000 in 2022 Incremental Loans (as defined in the Second Lien Amendment), to be rolled up, in the event Chapter 11 Cases are commenced, plus $7,900,000 in New Money DIP Term Loans (as defined in the DIP Term Sheet).

[2] To include $4,700,000 in 2022 Incremental Loans (as defined in the Second Lien Amendment), to be rolled up, in the event Chapter 11 Cases are commenced, plus $7,100,000 in New Money DIP Term Loans (as defined in the DIP Term Sheet).

EXHIBIT H-2

New Mezzanine Debt Loan Commitments

New Mezzanine Debt Lender	New Mezzanine Debt Loan Commitment[3]	"Converted Loans" Commitment[4]
Pemberton	$ 10,000,000	$ 23,324,702[5]
GoldPoint	$ 15,000,000	$ 21,053,333[6]
Total	**$ 25,000,000**	**$ 44,378,036**

[3] Aggregate principal amount of $25 million in "New Money Mezzanine Loans" available to be drawn on the Closing Date (as defined in the New Mezzanine Debt Facility Term Sheet).

[4] Aggregate principal amount of $44,378,036 million in "Converted Loans" on the Closing Date (as defined in the New Mezzanine Debt Facility Term Sheet), plus accrued interest through such date.

[5] This amount includes approximately $20,749,000 in principal and $2,160,723 in accrued interest under the Existing Second Lien Credit Agreement, and a $414,980 capitalized consent fee under the Second Lien Amendment that will be "converted" into New Mezzanine Debt Loans.

[6] This amount includes approximately $18,750,000 in principal and $1,928,333 in accrued interest under the Existing Second Lien Credit Agreement, and a $375,000 capitalized consent fee under the Second Lien Amendment that will be "converted" into New Mezzanine Debt Loans.

EXHIBIT H-3

New Convertible Preferred Equity Commitment

Sponsor; Second Lien Lenders	New Convertible Preferred Equity Commitment[7]	% New Convertible Preferred Equity
Sponsor	$49,770,000[8]	44.1%
Pemberton	$ 49,000,000[9]	43.5%
Goldpoint	$ 14,000,000[10]	12.4%
Total	**$ 112,770,000**	**100%**

[7] These amounts reflect the "promote" amount, i.e., the liquidation preference value of the applicable New Convertible Preferred Equity Commitment as of the Closing Date (as such term is defined in the New Convertible Preferred Equity Term Sheet).

[8] This amount reflects the liquidation preference value of the New Convertible Preferred Equity Commitment. Sponsor's New Convertible Preferred Equity Commitment without the promote value is $35,550,000.

[9] This amount reflects the liquidation preference value of the New Convertible Preferred Equity Commitment. Pemberton's New Convertible Preferred Equity Commitment without the promote value is $35,000,000.

[10] This amount reflects the liquidation preference value of the New Convertible Preferred Equity Commitment. Goldpoint's New Convertible Preferred Equity Commitment without the promote value is $10,000,000.

EXHIBIT I

NEW FIRST LIEN FACILITY TERM SHEET

Execution Version

Output Services Group, Inc.
First Lien Amendment Term Sheet

Reference is hereby made to that certain First Lien Credit Agreement, dated as of March 27, 2018 (as amended, amended and restated, supplemented and otherwise modified from time to time, the "**Credit Agreement**"), by and among (i) Output Services Group, Inc., a New Jersey corporation (the "**Borrower**"), (ii) OSG Holdings, Inc., a New Jersey corporation ("**Holdings**"), the Subsidiary Guarantors party thereto (the "**Subsidiary Guarantors**"), the Lenders from time to time party thereto and Barclays Bank PLC ("**Barclays**"), as administrative agent under the Loan Documents (as defined below) (in such capacity, together with its successors and assigns, the "**Administrative Agent**") and as collateral agent under the Loan Documents (in such capacity, together with its successors and assigns, the "**Collateral Agent**").

This term sheet (together with all annexes, exhibits and schedules attached hereto, this "**First Lien Amendment Term Sheet**") sets forth certain material terms of the proposed amendment and restatement of the Credit Agreement. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Credit Agreement and the Restructuring Support Agreement, dated as of May 31, 2022 (together with all annexes, exhibits and schedules attached thereto, including the Restructuring Term Sheet (as defined therein) attached thereto, in each case, as amended, supplemented or modified in accordance with its terms, the "**RSA**"), to which this First Lien Amendment Term Sheet is attached.

Unrestricted Subsidiaries	All Unrestricted Subsidiaries (if any) shall be re-designated as Restricted Subsidiaries, and the Borrower shall not be permitted to designate any future Unrestricted Subsidiaries.[1]
Guarantors	Holdings and the existing Subsidiary Guarantors and all future material (as determined by the Borrower and the Required Lender) Subsidiaries organized in the United States or the United Kingdom shall guarantee the Obligations on a joint and several basis. The definition of "Excluded Subsidiary" shall be revised to delete therefrom (i) non-wholly owned Subsidiaries, (ii) non-for-profit Subsidiaries, (iii) CFC Holdcos except to the extent the pledge thereof would result in a material adverse tax consequence to the Borrower and its Subsidiaries taken as a whole, and (iv) Captive Insurance Subsidiaries; provided, that Securitization Subsidiaries shall be Excluded Subsidiaries.
Collateral	The Loan Documents shall be amended and restated to add all unencumbered assets to the Collateral (subject to exceptions reasonably agreed to by the Required Lenders), including, but not limited to, (i) 100% pledges of the Equity Interests of Subsidiaries owned by Loan Parties, except to the extent the pledge thereof would result in a material adverse tax consequence to the Borrower and its Subsidiaries taken as a whole, (ii) perfection via "control" (as defined in the UCC) of each deposit account, securities account or commodities account, (iii) the contribution of the property and assets of Vox Group Limited ("**Vox**") to one or more of the Loan Parties and a pledge of such property and assets of Vox,

[1] Amended Credit Agreement will delete all references to Unrestricted Subsidiaries, except for Communisis Financing Limited solely to the extent such subsidiary is required to be an Unrestricted Subsidiary pursuant to the terms of the then extant securitization documents.

	which shall be pledged on a first-lien or second-lien basis as reasonably agreed by the Required Lenders (and to the extent on second-lien basis, such liens shall become first liens upon repayment of existing first-lien Vox debt) and (iv) for the avoidance of doubt (without implicating that the following do not currently constitute Collateral), the assets and property of, and all equity interests of, Globalex Corporation.
Amortization	No change.
Interest Rate	• The Eurocurrency Rate shall be replaced as a benchmark with Term SOFR (subject to a 1.00% floor and a Term SOFR Adjustment). "Term SOFR Adjustment" means an amount equal to (i) 10 basis points in the case of any interest period of one month, (ii) 15 basis points in the case of any interest period of three months and (iii) 25 basis points in the case of any interest period greater than three months. • The Applicable Rate shall be increased by 2.25% per annum, 0.75% per annum of which shall be paid in cash and 1.50% per annum of which shall be paid in kind. For the avoidance of doubt, the amount of interest payable in cash pursuant to the Credit Agreement (prior to giving effect to the Amendment) shall not be amended (subject to the benchmark replacement noted above).
Consent Payment	0.50% in respect of the Loans, payable in kind on the Closing Date.
Maturity	• Revolving Facility: June 27, 2025. • First Lien Facility: June 27, 2026.
Financial Covenant	• The Borrower shall maintain Liquidity (as defined below) at all times of at least $7.5 million in North America and $7.5 million in EMEA (the "**Liquidity Covenant**"). The Borrower shall certify as to compliance with such minimum Liquidity Covenant on a monthly basis. "**Liquidity**" shall mean cash and Cash Equivalents of the Borrower and the Guarantors generated by the operations of the Borrower and the Guarantors (which shall exclude proceeds from the issuance of capital stock or indebtedness, or from the sale of assets outside the ordinary course of business), subject to a perfected Lien securing the Obligations (including any post-closing covenant with respect to control agreements on accounts); provided that the perfection requirement will apply solely to the extent such cash is held by entities formed in the United States, any state thereof or England and Wales. • The First Lien Net Leverage Ratio covenant set forth in Section 7.11 (the "**Leverage Covenant**") shall no longer be tested, and commencing with the fiscal quarter ending December 31, 2023 (*i.e.*, the Borrower must be in compliance with respect to the fiscal year ending December 31, 2023), the Borrower shall be subject to a quarterly first lien net leverage financial covenant which may not be greater than the levels attached hereto as Exhibit A, which first lien leverage financial covenant shall be measured net of $50

	million of unrestricted cash and cash equivalents and shall include structurally senior indebtedness of non-guarantors. Each of the Liquidity Covenant and the Leverage Covenant shall be subject to customary equity cures on the terms set forth in the Credit Agreement; provided, that there shall be no more than four (4) cures total with respect to the Liquidity Covenant and the Leverage Covenant in the aggregate and no more than two (2) cures with respect to the Liquidity Covenant and the Leverage Covenant in the aggregate in any four-fiscal quarter period.
Affirmative and Negative Covenants	The Amendment will contain affirmative and negative covenants that are usual and customary for transactions of this type satisfactory to the Loan Parties and Required Lenders; provided, that (i) the Amendment shall reflect the terms set forth in Exhibit B attached hereto, (ii) the Amendment shall include a covenant prohibiting additional *pari passu* or senior debt at Vox, (iii) the Loan Parties shall deliver monthly financials to the Lenders no later than thirty (30) days after the end of each calendar month (or 45 days in the case of the last month of any fiscal quarter) and (iv) the Borrower shall update the Administrative Agent and Lenders from time to time with respect to updates regarding the Company's engagement with the Trustee and shall consult with the Lenders from time to time with respect to the same.
Voting	Each account, fund or investment vehicle of Pemberton and GoldPoint that, directly or indirectly, owns equity interests in Holdings or the Borrower (each such entity, a "**Sponsor Fund**") shall be excluded in the determination of Required Lenders (and shall only vote on matters requiring the vote of all Lenders or all affected Lenders); provided, that each affiliate of such entities that is a bona fide debt fund or an investment vehicle (in each case with one or more bona fide investors to whom its managers owe duties of care separate from their duties to the investors in the Sponsor Funds that is primarily engaged in, or advises funds or other investment vehicles that are engaged in, the making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of business shall be included in the determination of the Required Lenders but shall not represent more than 49.9% of the Lenders constituting Required Lenders. Sponsor Funds shall not be permitted to transfer Loans to any Affiliate thereof (other than another Sponsor Fund).
Governance	The Borrower shall appoint a chief restructuring officer (the "**CRO**"), who shall be a person acceptable to the Required Lenders, and shall retain the CRO for a period of not less than one year from the closing date of the Amendment. Board Observer rights as set forth in the Governance Term Sheet.
Documentation	The First Lien Facility will be evidenced by an amendment and restatement to the Credit Agreement (the "**Amendment**"), and the related notes (if any), security agreements, pledge agreements, control agreements, guarantees, mortgages and other legal documentation or instruments required to be delivered in connection with the foregoing by the Required Lenders (as defined below) (collectively, the "**Loan Documents**"), in each case, giving effect to the terms

	of this First Lien Amendment Term Sheet and in form and substance acceptable to the Loan Parties and the Required Lenders. The Loan Documents shall contain terms and conditions customary for senior secured financing agreements and consistent with this First Lien Amendment Term Sheet and shall otherwise be in form and substance satisfactory to the Agent, the Required Lenders, and the Loan Parties. Such conditions precedent shall include, but not be limited to, receipt of all documentation and other information about any newly formed borrowers or guarantors and Sponsor Fund required by the Agent or any Lender under applicable "know your customer" rules and regulations, and any diligence required by the Agent or any Lender on newly mortgaged properties, including necessary flood insurance.

Exhibit A

Financial Covenant Levels

OSG - First Lien Net Leverage Covenant
$ millions

	4Q'23	1Q'24	2Q'24	3Q'24	4Q'24	1Q'25	2Q'25	3Q'25	4Q'25 / Thereafter
Operating EBITDA									
North America	$ 33	$ 24	$ 20	$ 22	$ 36	$ 26	$ 22	$ 23	$ 38
EMEA	7	4	7	9	8	7	9	11	11
Vox	0	3	3	1	0	3	3	1	0
Consolidated Operating EBITDA	$ 40	$ 31	$ 30	$ 31	$ 45	$ 35	$ 34	$ 35	$ 50
EBITDA Addbacks									
Exceptional Investment[1]	3	3	3	3	3	3	3	3	3
Sponsor and Director Fees	0	0	0	0	0	0	0	0	0
North America Cost Savings	0	0	0	-	-	-	-	-	-
Covenant EBITDA	43	34	32	34	48	38	37	38	52
LTM Covenant EBITDA	$ 128	$ 133	$ 138	$ 143	$ 147	$ 152	$ 156	$ 160	$ 165
Memo:									
LTM Operating EBITDA	*$ 115*	*$ 120*	*$ 126*	*$ 131*	*$ 137*	*$ 141*	*$ 145*	*$ 149*	*$ 154*
LTM Addbacks	*$ 13*	*$ 12*	*$ 12*	*$ 11*	*$ 11*	*$ 11*	*$ 11*	*$ 11*	*$ 11*
Net Debt[2][3]									
First Lien Debt	$ 630	$ 630	$ 631	$ 632	$ 633	$ 633	$ 621	$ 615	$ 616
Capitalized Leases	25	22	19	17	14	14	14	14	14
Vox Seller Note[4]	5	5	5	5	5	6	6	6	6
(-) Cash ($50mm cap)	(30)	(24)	(32)	(33)	(50)	(50)	(50)	(50)	(50)
Net Debt	$ 630	$ 634	$ 624	$ 622	$ 602	$ 604	$ 591	$ 585	$ 585
Total Net Leverage	4.94x	4.78x	4.53x	4.36x	4.08x	3.98x	3.79x	3.65x	3.55x
Final Terms									
Net Leverage Covenant Proposal	7.50x	7.00x	6.25x	6.00x	5.50x	5.25x	5.00x	4.75x	4.75x
Implied Covenant EBITDA	$ 84	$ 91	$ 100	$ 104	$ 109	$ 115	$ 118	$ 123	$ 123
EBITDA Cushion $	$ 44	$ 42	$ 38	$ 39	$ 38	$ 37	$ 38	$ 37	$ 41

(1) Addbacks amounts confirmed by the Company
(2) Based on 1L and "pari-passu" debt which excludes preferred equity and the new Mezzanine Debt
(3) Based on Company Provided Model Outputs including (i) post-transaction starting cash of $46mm, (ii) 1L PIK consent fee and interest on a compounding basis, and (iii) $5mm of capital expenditures during 2023 incremental to the Company model
(4) Assumes the Vox Seller note remains outstanding and continues to PIK interest at the stated rate of 8% throughout the projection period

Exhibit B

Additional Changes

[See attached]

OUTPUT SERVICES GROUP, INC.

FIRST LIEN COVENANT GRID

Provision	First Lien Credit Agreement	Restated Term
Definitions		
"**Applicable ECF Percentage**"	• 50% if the Consolidated First Lien Net Leverage Ratio > 3.75x • 25% if the Consolidated First Lien Net Leverage Ratio < 3.50x • 0% if the Consolidated First Lien Net Leverage Ratio ≤ 3.25 to 1.00	No change
"**Consolidated EBITDA**"	Adds back, among other things: 1. Extraordinary expenses (provided, acquisition platform investments added back shall not exceed 6.0% of Consolidated EBITDA), subject to a shared cap of 25% of EBITDA (calculated before giving effect to such addback) (clause (iv)) 2. Sponsor expenses and payments to directors (clause (vi)) 3. Management equity plans (clause (vii)) 4. Cost savings and synergies, subject to a shared cap of 25% of EBITDA (calculated before giving effect to such addback) (clause (viii)) 5. Net losses from disposed assets or abandoned operations (clause (ix)) 6. Future transaction expenses (clause (xi)) 7. Original transaction expenses (clause (xiv))	1. To be capped at 10% of EBITDA (measured before giving effect to such addback and the synergies addback below), which 10% cap is shared with the synergies addback below; provided, that the following items shall be excluded from the cap (i) transaction fees incurred in connection with the restructuring (ii) extraordinary expenses included in the agreed upon financial model and (iii) ~$7.8mm of TechM one-time/extraordinary costs in 2013 and $2.7mm in 2024 included in the IBR. 2. Delete 3. To clarify that addback is limited to non-cash expenses 4. Permitted subject to a 10% cap to be shared with extraordinary addback above (measured before giving effect to such

		addback and the extraordinary expenses addback above) 5. To be subject to a cap of $4 million / LTM period 6. To be subject to a cap of $4 million / LTM period 7. Delete
Leverage Ratios	Cash netting capped at $50 million	Cash netting capped at $50 million Will be measured with the inclusion of senior and pari debt (including, structurally senior debt)
"Consolidated Total Net Debt"	• Does not include "naked pledge" debt • Does not include preferred stock or disqualified stock • Does not include Subordinated Seller Debt	Include preferred stock and disqualified stock to the test (other than preferred stock issued in the Transaction to Pemberton/Goldpoint)
"Cumulative Credit"	• $7.5 million, plus • Cumulative Retained Excess Cash Flow (from Dec. 31, 2018), plus • Proceeds from equity sales, plus • Cash contributions to equity, plus • Returns on Un.Sub. investments, plus • Returns on investments.	Delete
"Excess Cash Flow"	Reduced for, among other things: 1. Certain Permitted Investments 2. Certain Restricted Payments	1. Okay, but not if made to Borrower or a Subsidiary

	3. Anticipated payments to be made in the upcoming year pursuant to binding contracts	2. Okay, but not if made to the Borrower, Holdings or a Subsidiary Permitted Acquisition and Investments made from equity contributions will not increase ECF
"Indebtedness"	Does not include preferred stock	Issuances of preferred stock at non-guarantor subsidiaries to be subject to debt covenant
"Material Domestic Subsidiary"	> 5% of gross revenues and Total Asset (not to exceed 10% thereof in the aggregate)	Thresholds to be shared with Material Foreign Subsidiaries
"Material Foreign Subsidiary"	> 5% of gross revenues and Total Assets (not to exceed 10% thereof in the aggregate)	Thresholds to be shared with Material Domestic Subsidiaries
"Material Real Property"	$5 million	$3 million
"Net Proceeds"	Permits reinvestment within 15 months (subject to 6-month extension if committed) to acquire, maintain, develop, construct, improve, upgrade or repair assets useful in the business of the Borrower or its Restricted Subsidiaries or to make Permitted Acquisitions (or any subsequent Investment made in a Person, division or line of business previously acquired) May elect reinvestment prior to receipt of proceeds Subject to $2.5 million per transaction *de minimis* threshold and $5 million / year aggregate de minims threshold	Reinvestment rights to be reduced to 6 months (subject to 3-month extension if committed) Reduce *de minimis* to $500k / transaction and $1 million / year
"Permitted Acquisition"	Subject to, among other things: Requires Pro Forma Compliance with Financial Covenants Investments in non-Loan Parties (or in assets that are Excluded Assets) not to exceed the greater of $20 million	No non-loan party capacity

	and 35% of Trailing Four Quarter Consolidated EBITDA (shared with intercompany investment basket)	
"Threshold Amount"	$10 million	$5 million
Mandatory Prepayments		
Application to Amortization	Applied to immediately succeeding 8 amortization payments and then to the maturity payment	Mandatory prepayments to apply to the maturity payment, not amortization payments
Investments		
Intercompany Non-Loan Parties ***Clause (2)***	Greater of $20 million and 35% of Trailing Four Quarter Consolidated EBITDA (cross-basket with the $20mm Permitted Acquisitions basket).	No ability to make investments in non-Loan Parties
Affiliate Transaction Investments Clause **(10)**	Permitted if permitted pursuant to the Affiliate Transactions covenant	Delete
General Basket ***Clause (12)***	• Subject to no EoD, the greater of $10 million and 17.5% Trailing Four Quarter Consolidated EBITDA ($21m), plus • Cumulative Credit, plus • any unused capacity under Section 7.13(a)(iv)(x) [$10mm/17.5% basket to prepay junior debt] plus unused capacity under 7.06(g)(x) [RPs not to exceed greater of $6mm and 10% ($12m)]	Delete
Officers/Directors ***Clause (14)***	Greater of $6 million and 10% Trailing Four Quarter Consolidated EBITDA	Ok

Employee Loans ***Clause (15)***	Unlimited for travel and related expense and to fund purchases of Equity Interests in the Borrower or any parent	Ok
JV Investments ***Clause (22)***	Subject to no EoD, not to exceed greater of $6 million and 10% Trailing Four Quarter Consolidated EBITDA	Delete
Ratio Basket ***Clause (23)***	Subject to no EoD, not to exceed 4.50x	Delete
Equity Issuance Basket (new)	None	To add additional basket to permit acquisitions funded from proceeds of cash equity contributions or subordinated debt, so long as the leverage on a pro forma basis is no worse than immediately prior to the acquisition; provided, that sub debt pays no cash interest and does not mature inside the loans (and is subject to a subordination agreement)
Indebtedness/Liens		
Incremental / Incremental Equivalent Debt ***Section 2.14***	• With respect to revolver, Consolidated First Lien Net Leverage Ratio < 4.50x • with respect to term loans, (I) if first lien, the Consolidated First Lien Net Leverage Ratio < 4.50x or (II) if junior lien or unsecured, the Total Net Leverage Ratio < 5.75x (or, following the consummation of the 2019 Refinancing, 6.00x) • Amount by which EBITDA exceeds $125,708,735	Delete

Attributable Debt/Capitalized Leases ***Section 7.03(e)***	Greater of $15 million and 27.5% of Trailing Four Quarter Consolidated EBITDA	Greater of $40 million and 30% of Trailing Four Quarter Consolidated EBITDA
Acquisition Debt ***Section 7.03(g)***	• Assumed debt: permitted • Acquisition debt: permitted subject to no EoD, Pro Forma Compliance with Financial Covenant and (1) if *pari* 1L, the Consolidated First Lien Net Leverage Ratio ≤ 4.50x or (2) if junior lien or unsecured, the Total Net Leverage Ratio ≤ 5.75x (or, following the consummation of the 2019 Refinancing, 6.00x) o Subject to a shared non-guarantor sublimit of the greater of $10 million and 17.5% of Trailing Four Quarter Consolidated EBITDA	Ok, but non-guarantor for acquisition debt (but not assumed debt) sublimit reduced to zero
Earn-outs ***Section 7.03(j)***	Permitted	Ok, must be subordinated except for an amount to be agreed
General Debt Basket ***Section 7.03(m)***	Greater of $15mm and 27.5% Trailing Four Quarter Consolidated EBITDA, subject to a shared non-guarantor sublimit of $10mm and 17.5%	Current basket, provided (i) may not be incurred at a non-Loan Party, and (ii) only $5 million for secured debt
Permitted Ratio Debt ***Section 7.03(s)***	• if *pari*, Consolidated First Lien Net Leverage Ratio ≤ 4.50x; • if junior lien or unsecured, Total Net Leverage Ratio ≤ 5.75x (or, following the consummation of the 2019 Refinancing, 6.00x); Subject to a shared non-guarantor sublimit of $10mm and 17.5%	Delete

Non-Loan Parties ***Section 7.03(u)***	Greater of $10 million and 17.5% Trailing Four Quarter Consolidated EBITDA, subject to the shared non-guarantor sublimit	Delete
Escrowed Funds ***Section 7.01(jj)***	Permitted on proceeds held in Escrow securing obligations in respect of Excluded Indebtedness	Delete
Securitizations ***Section 7.03(v)***	Greater of $7.5mm and 12.5% Trailing Four Quarter Consolidated EBITDA	No change
General Lien Basket ***Section 7.01(bb)***	Greater of $7.5mm and 12.5% Trailing Four Quarter Consolidated EBITDA	Delete
Liens on Assets of Non-Loan Parties ***Section 7.01(v)***	Liens on assets of Non-Loan Parties securing Indebtedness of Holdings, the Borrower or any Restricted Subsidiary	Delete
Fundamental Changes		
Successor Provision	Permitted	Delete
Asset Sales		
No Longer Useful ***Section 7.05(a)(y)***	Permitted	To be in the ordinary course
Exchanges ***Section 7.05(c)***	Permitted if exchanged for credit against purchase price of replacement property or applied to purchase replacement property	Delete
Non-Core Acquired Assets ***Section 7.05(f)***	Permitted	Okay
General Dispositions ***Section 7.05(j)***	• Permitted, subject to (i) must constitute less than all/substantially all assets, (ii) no EoD and (iii) if	Must be 100% cash (with no deemed cash concepts) and must always be for FMV

	purchase price is greater than $3mm and 5.0%, then 75% shall be in cash/cash equivalents • Following deemed cash: (i) liabilities (other than subordinated liabilities) that are cancelled or assumed, (ii) securities converted to cash within 180 days and (ii) non-cash consideration of no greater than $6mm and 10%	
1031 Exchanges ***Section 7.05(k)***	Permitted	Delete
Specified Dispositions ***Section 7.05(m)***	Dispositions by any Loan Party to any wholly-owned Restricted Subsidiary of the type described in clauses (d), (h) and (i) of the definition of "Excluded Subsidiary" to the extent consisting of contributions or other Dispositions of Equity Interests in other Subsidiaries of the type described in clauses (d), (h) and (i) of the definition of "Excluded Subsidiary" to such wholly-owned Restricted Subsidiary	Delete
De minimis* Basket** ***Section 7.05(t)	Greater of $3 million and 5.0% Trailing Four Quarter Consolidated EBITDA	Ok (basket to be in the aggregate for the life of the loan). Delete EBITDA grower.
Sale Leasebacks ***Section 7.05(u)***	Greater of $6 million and 10% Trailing Four Quarter Consolidated EBITDA	Delete
Restricted Payments		
Repurchase of Equity Interests ***Section 7.06(f)***	Greater of $4mm and 7.5% Trailing Four Quarter Consolidated EBITDA per calendar year (with $8 million of unused amounts carrying over), and such amount may be increased by proceeds of key man life insurance policies	No change

General Basket ***Section 7.06(g)***	(i) Greater of $6 million and 10% Trailing Four Quarter Consolidated EBITDA plus (ii) Cumulative Credit subject to Total Net Leverage Ratio ≤ 5.00x, in each case, subject to no D/EoD	Delete
Post-IPO Dividends ***Section 7.06(j)***	Permitted to pay listing fees, and so long as no EoD, 6% of net cash proceeds from IPO	Delete
Excluded Contributions ***Section 7.06(l)***	Permitted	Delete
Ratio Basket ***Section 7.06(m)***	Permitted if no D/EoD and Total Net Leverage Ratio < 4.00x	Delete
Transactions with Affiliates		
Covenant Threshold	$500k	Ok
Management Fees ***Section 7.08(d)***	(i) so long as no EoD management fees (including transaction and termination fees), not to exceed the amounts required to be paid at the applicable times such amounts are required to be paid pursuant to the Management Agreement; provided that, upon an EoD such amounts shall accrue, but not be payable in cash, but all such accrued amounts may be payable in cash upon the cure or waiver; and (ii) the payment of (A) reasonable and documented out-of-pocket costs and expenses of Sponsor related to Holdings and its Subsidiaries and (B) indemnification claims, in each case of clause (A) and (B), pursuant to the Management Agreement in connection with the performance of its services thereunder	No management fees permitted $875k for Board of Director (including observers thereof) costs and expenses

Employment Contracts and D/O Fees and Indemnity ***Section 7.08(g) & (h)***	Permitted	Ok
Tax Sharing Agreements ***Section 7.08(j)***	Payments by the Borrower or any of its Subsidiaries pursuant to any tax sharing agreements with any direct or indirect parent of the Borrower to the extent attributable to the ownership or operation of the Borrower and the Subsidiaries, but only to the extent permitted by Section 7.06(h)(iii)	Company to advise as to whether this basket would be used after change of control
FA Opinion ***Section 7.08(m)***	Permitted	Delete
Prepayments of Junior Financings		
Application	Applies to the Second Lien Credit Agreement, Second Lien Incremental Equivalent Debt, Second Lien Refinancing Equivalent Debt or any other Indebtedness of a Loan Party that is subordinated in right of payment or Collateral to the Obligations expressly by its terms with an aggregate principal amount in excess of the Threshold Amount	To apply to unsecured debt as well
Prepayment ***Section 7.13(iii)***	Permitted subject to subordination provisions	Delete
General Basket ***Section 7.13(iv)***	• Subject to no EoD, greater of $10mm and 17.5% Trailing Four Quarter Consolidated EBITDA (plus unused amounts under 7.06(g)(x), plus • Cumulative Credit, subject to Total Net Leverage Ratio $\leq$ 5.00x	Delete

Ratio Basket ***Section 7.13(v)***	Permitted, subject to no D/EoD and Total Net Leverage Ratio $\leq$ 4.50x	Delete

EXHIBIT J

NEW MEZZANINE DEBT FACILITY TERM SHEET

Execution Version

OUTPUT SERVICES GROUP, INC.

Term Sheet For New Mezzanine Debt Facility[1]

THIS NEW MEZZANINE DEBT FACILITY TERM SHEET SUMMARIZES CERTAIN MATERIAL TERMS IN RESPECT OF THE NEW MEZZANINE DEBT FACILITY MATTERS SET FORTH IN THE RESTRUCTURING TERM SHEET. THIS PROPOSED TERM SHEET IS NOT EXHAUSTIVE AS TO ALL OF THE TERMS AND CONDITIONS THAT WOULD GOVERN THE TRANSACTIONS DESCRIBED HEREIN. THE STATEMENTS CONTAINED IN THIS TERM SHEET AND ALL DISCUSSIONS BETWEEN AND AMONG THE PARTIES IN CONNECTION THEREWITH CONSTITUTE CONFIDENTIAL SETTLEMENT COMMUNICATIONS ENTITLED TO PROTECTION UNDER RULE 408 OF THE FEDERAL RULES OF EVIDENCE.

Summary Terms and Conditions	
Mezzanine Borrower	A holding company of OSG Holdings, Inc. upon consummation of the Restructuring (the "***Mezzanine Borrower***"), which, for the avoidance of doubt, shall sit above Reorganized Output Service Group (as defined in the Restructuring Support Agreement to which this term sheet is attached)
Guarantors	None
Unsecured Subordinated Mezzanine Loans	A new unsecured subordinated mezzanine loan facility (the "***Mezzanine Facility***") consisting of: (A) an aggregate principal amount of $25 million in "new money" term loans ("***New Money Mezzanine Loans"***), of which up to $1.8 million may be in the form of rolled-up DIP Term Loans (as defined in the Junior Secured DIP Term Loan Facility Term Sheet), available to be drawn on the Closing Date (as defined below), (B) an aggregate principal amount of $44,378,036.00 million[2] in term loans that are "converted" from loans made under the Existing Second Lien Credit Agreement and deemed to be incurred on the Closing Date (the ***"Converted Loans"***), and (C) the accrued interest on the $1.8 million rolled-up DIP Term Loan (the ***"Rolled Interest Mezz"***; together with the Converted Loans and the New Money Mezzanine Loans, the "***Mezzanine Loans***").
Lenders	As set forth on Schedule A hereto.
Interest and Fees	• Interest terms for Mezzanine Loans to accrue at (a) with respect to Dollar Term Loans and 2022 Incremental USD Loans (as such terms are defined in the Existing Second Lien Credit Agreement), Term SOFR plus 11.5% *per annum*, and (b) with respect to the GBP Term Loans and 2022 Incremental GBP Existing Lender Loans (as such terms are defined in the Existing Second Lien Credit Agreement), Daily Simple SONIA plus 12.00% *per annum*, in each case to accrue monthly and payable in kind until the First

[1] Capitalized terms used but not defined in this New Mezzanine Debt Facility Term Sheet shall have the meanings ascribed to them in the Restructuring Support Agreement to which this New Mezzanine Debt Facility Term Sheet is attached as **Exhibit J**.

[2] Balance to be updated based on the accrued interest as of the Closing Date.

	Lien Loans are repaid in full. • 0.50% consent fee on the aggregate outstanding amount under the Existing Second Lien Credit Agreement as of the Closing Date, payable in kind by increasing the principal amount of the Mezzanine Loans on the Closing Date.
Closing Date	The Effective Date (*i.e.*, the closing of the Out-of-Court Transaction or the consummation of the Plan).
Maturity	September 27, 2027.
Security	None.
Representations and Warranties	Substantially consistent with the New First Lien Credit Agreement.
Affirmative Covenants	Substantially consistent with the New First Lien Credit Agreement.
Negative Covenants	Substantially consistent with the New First Lien Credit Agreement subject to an agreed upon cushion over applicable baskets and ratio levels.
Events of Default	Substantially consistent with the New First Lien Credit Agreement.
Purpose/Use of Proceeds	The proceeds of the New Money Mezzanine Loans shall, on and after the Effective Date, be used for the Company's working capital and general corporate purposes. The Converted Loans shall be in partial satisfaction of the Company's obligations under the Existing Second Lien Credit Agreement.
Conditions Precedent	The conditions precedent to the drawing of the New Money Mezzanine Loans, the conversion of the Rolled Interest Mezz and the conversion of the Converted Loans on the Effective Date shall consist of those conditions precedent customarily required in similar financings and substantially consistent with the applicable conditions under the New First Lien Credit Agreement.
Documentation Principles	The New Mezzanine Debt Documents shall be substantially based upon the New First Lien Credit Agreement, with such changes to reflect the terms hereof and with appropriate and customary modifications to reflect the unsecured subordinated nature of the New Mezzanine Debt Loans, and shall otherwise to be in form and substance acceptable to the Company and the Plan Sponsor Parties.
Indemnification	Substantially consistent with the New First Lien Credit Agreement.
Additional Mezzanine Debt	The New Mezzanine Debt Documents shall permit the incurrence of any new mezzanine financing by the Mezzanine Borrower, that is on substantially similar terms and conditions to the Mezzanine Facility in an aggregate principal amount of up to $35 million; *provided*, that each of the Lenders under the Mezzanine

	Facility will have a right to participate in such new mezzanine loans on a pro rata basis. For avoidance of doubt, any incurrence shall not be subject to any prior consent or approval by any of the New First Lien Lenders nor the New First Lien Agents.
Assignments	Each of the Pemberton Lenders shall have the right to purchase all or any portion of loans and/or commitments under the Mezzanine Facility that any Goldpoint Lender (or affiliate thereof) proposes to directly or indirectly, sell, exchange, transfer, assign or otherwise dispose of to a non-affiliate third party of such Goldpoint Lender (or affiliate thereof) and any sale, exchange, transfer, assignment or other disposal of such loans and/or commitments by such Goldpoint Lender (or affiliate thereof) shall be null and void unless the Pemberton Lenders have been first provided with the reasonable opportunity to exercise such right of purchase at the same terms offered to the third party. Each of the Goldpoint Lenders shall have the right to purchase all or any portion of loans and commitments under the Mezzanine Facility that a Pemberton Lender (or affiliate thereof) proposes to directly or indirectly, sell, exchange, transfer, assign or otherwise dispose of to a non-affiliate third party of such Pemberton Lender and any sale, exchange, transfer, assignment or other disposal of such loans and/or commitments by such Pemberton Lender (or affiliate thereof) shall be null and void unless the Goldpoint Lenders have been first provided with the reasonable opportunity to exercise its right of purchase at the same terms offered to the third party.
Voting	Substantially consistent with the Existing Second Lien Credit Agreement; *provided* that, amendments and waivers of the New Mezzanine Debt Documents will require the approval of one or more Lenders holding more than 75% of the aggregate amount of loans and commitments under the Mezzanine Facility.
Governing Law	New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the State of New York.
Agent	[TBA] (the "***Mezzanine Agent***")
Fees & Expenses	The Company shall pay all reasonable and documented fees and out-of-pocket expenses of: (i) the Mezzanine Agent and its counsel; and (ii) the New Mezzanine Lenders, including, (A) Latham & Watkins LLP, as counsel to Pemberton; (B) Houlihan Lokey, Inc. as financial advisor to Latham; (C) PwC, as tax advisor and as U.K. pension advisor to Pemberton; (D) Akin Gump Strauss Hauer & Feld LLP, as counsel to GoldPoint; (E) Carl Marks & Co., as financial advisor to GoldPoint; and (F) other professional advisors to the New Mezzanine Debt Lenders (in each case in (A) to (E), in accordance with the applicable fee reimbursement letters entered into by the Company and such professionals.

SCHEDULE A

New Money Mezzanine Loan Commitments

GoldPoint

Incremental Lender (each such Incremental Lender, a "Goldpoint Lender")	Commitment Amount
GoldPoint Mezzanine Partners IV, LP	$15,000,000.00
Total:	**$15,000,000.00**

Pemberton[3]

Incremental Lender (each such Incremental Lender, a "Pemberton Lender")	Commitment Amount
Pemberton Strategic Credit Holdings S.A.R.L.	$8,704,319.25
Pemberton Management Account A Holdings S.A.R.L.	$547,923.94
Pemberton Managed Account B Holdings S.A.R.L.	$747,756.81
Total:	**$10,000,000.00**

[3] NTD: Pemberton to fund in US$.

EXHIBIT K

NEW CONVERTIBLE PREFERRED EQUITY TERM SHEET

[TOPCO, LLC]

NEW CONVERTIBLE PREFERRED EQUITY ISSUANCE

NON-BINDING TERM SHEET

May 31, 2022

THIS NEW CONVERTIBLE PREFERRED EQUITY TERM SHEET[1] (THIS "TERM SHEET") SUMMARIZES CERTAIN MATERIAL TERMS IN RESPECT OF THE TREATMENT OF THE HOLDERS OF THE NEW CONVERTIBLE PREFERRED EQUITY SET FORTH IN THE RESTRUCTURING TERM SHEET.

THIS TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES. ANY SUCH OFFER WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS. NOTHING CONTAINED IN THIS TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY OR DEEMED BINDING ON ANY OF THE PARTIES HERETO, UNTIL THE OCCURRENCE OF THE CLOSING DATE, ON THE TERMS DESCRIBED IN THE RESTRUCTURING TERM SHEET AND THE RESTRUCTURING SUPPORT AGREEMENT.

UNLESS OTHERWISE SET FORTH HEREIN, TO THE EXTENT THAT ANY PROVISION OF THIS TERM SHEET IS INCONSISTENT WITH THE RESTRUCTURING TERM SHEET, THE TERMS OF THIS TERM SHEET WITH RESPECT TO SUCH PROVISION SHALL CONTROL. THE MATTERS DESCRIBED HEREIN WILL BE SUBJECT TO THE NEGOTIATION AND COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY RESTRUCTURING SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH AGREED AND EXECUTED DEFINITIVE DOCUMENTS.

THIS TERM SHEET HAS BEEN PRODUCED FOR SETTLEMENT PURPOSES ONLY AND IS SUBJECT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND OTHER SIMILAR APPLICABLE STATE AND FEDERAL STATUTES, RULES AND LAWS. NOTHING IN THIS TERM SHEET SHALL BE DEEMED OR CONSTRUED AS AN ADMISSION OF FACT OR LIABILITY OF ANY KIND. THIS TERM SHEET AND THE INFORMATION CONTAINED HEREIN IS STRICTLY CONFIDENTIAL AND SHALL NOT BE SHARED WITH ANY OTHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEBTORS, THE REQUIRED CONSENTING STAKEHOLDERS, AND THE DIP LENDERS.

OVERVIEW OF TERMS AND CONDITIONS	
Issuer:	[TopCo, LLC], a Delaware limited liability company (the "Company")
Investors	Pemberton[2] (the "Lead Investor"), Apogem and Sponsor (collectively, the "Other Investors" and together with the Lead Investor, the "Investors")

[1] Capitalized terms used but not defined in this New Convertible Preferred Equity Term Sheet shall have the meanings ascribed to them in the Restructuring Support Agreement to which this Term Sheet is attached as Exhibit K.

[2] "Pemberton" refers to Pemberton Strategic Credit Holdings S.A.R.L., Pemberton Managed Account A Holdings S.A.R.L, Pemberton Managed Account B Holdings S.A.R.L and any of their affiliates or related funds.

OVERVIEW OF TERMS AND CONDITIONS	
Securities	A single class of preferred equity (the "Preferred Equity"), which shall be convertible to common equity of the Company (the "Common Equity") at any time.
Investment Amount	The Lead Investor shall purchase, in cash or in exchange for the retirement of 2022 Incremental Loans (as defined in the Second Lien Amendment) or loans under the DIP Facility, $35 million of Preferred Equity with a liquidation preference of $49 million as of the Closing Date. The Lead Investor's Preferred Equity ownership will represent 21.2% of the Company on a fully-diluted basis on the consummation of the Restructuring (excluding dilution from any management equity incentive plans, and any outstanding warrants, options, profits interests etc.). Sponsor shall (i) convert all of its Globalex Secured Note Claims into Preferred Equity with a liquidation preference of $29.7 million as of the Closing Date representing Sponsor's Preferred Equity ownership interest of 12.8% of the Company; (ii) convert all of its Sponsor Globalex Interests into Preferred Equity with a liquidation preference of $5.3 million as of the Closing Date representing Sponsor's Preferred Equity ownership interest of 2.3% of the Company; and (iii) contribute or forgive the OSG February 1 Unsecured Promissory Note and the OSG February 8 Unsecured Promissory Note into Preferred Equity with a liquidation preference of $14.8 million as of the Closing Date representing Sponsor's Preferred Equity ownership interest of 6.4% of the Company; in each case, such ownership interests shall be measured on a fully-diluted basis upon the consummation of the Restructuring (excluding dilution from any management equity incentive plans, and any outstanding warrants, options, profits interests, etc.). Apogem shall purchase, in cash or in exchange for the retirement of 2022 Incremental Loans (as defined in the Second Lien Amendment) or loans under the DIP Facility, $10.0 million of Preferred Equity with a liquidation preference of $14.0 million as of the Closing Date. Apogem's Preferred Equity ownership will represent 6.1% of the Company on a fully-diluted basis on the consummation of the Restructuring (excluding dilution from any management equity incentive plans, and any outstanding warrants, options, profits interests etc.).
Ranking:	The Preferred Equity shall rank senior in all respects to the Company's common stock issued and all other equity interests (as to dividends, redemption, liquidation and all other rights). The Company shall not issue (i) convertible debt or other debt or equity interests convertible or exchangeable into capital stock of the Company or any of its subsidiaries or (ii) shares of capital stock that are senior to or *pari passu* with the Preferred Equity in any respect, in each case without the approval of holders of at least a majority of the Preferred Equity held by the Lead Investor.
Use of Proceeds:	Proceeds from the issuance of Preferred Equity will be used to repay certain existing indebtedness in accordance with scheduled amortization

OVERVIEW OF TERMS AND CONDITIONS	
	and to pay the fees and expenses incurred in connection with the Restructuring and for general company purposes.
Conversion Price:	The Preferred Equity will convert into 48.8% of the Common Equity (prior to dilution from any management incentive plan).
Dividends:	The Preferred Equity will be entitled to dividends on an as-converted basis when, as, and if declared on any common shares, by the Board of Managers.
Liquidation Preference:	The Investors shall be entitled to a liquidation preference equal to the greater of (i) 1.4x the original price per share of the Preferred Equity, and (ii) the amount that the holder of such share would have been entitled to receive if such share had been converted into Common Equity immediately prior to such Liquidation Event (the greater of (i) and (ii), the "Liquidation Preference"). The Liquidation Preference shall be due to the Investors upon (a) a liquidation, dissolution or winding up, voluntary or involuntary, of the Company or (b) a consolidation or merger of the Company with another entity, a Change of Control of the Company, or a sale, license, lease or transfer of all or substantially all of the Company's assets (each such event, a "Liquidation Event"). "Change of Control" shall mean any transaction pursuant to or as a result of which a single party (or group of affiliated parties), other than Pemberton, acquires or holds equity interests of the Company representing a majority of the Company's outstanding voting power or economic interests.
Investors' Redemption	The Investors will have no right to cause the Company to redeem the Preferred Equity (other than pursuant to Change in Control).
Voting Rights:	The Preferred Equity will be granted one (1) vote per unit of Common Equity on an as-converted basis and will vote together with the Common Equity as a single class on all matters submitted to the members.
Information Rights	Any equityholder of at least 5% of the outstanding equity interests of the Company on an as-converted basis will receive quarterly unaudited and annual audited financial statements.
Registration Rights:	The Company's governance documents shall contain customary registration rights, including demand registration rights in favor of Pemberton and piggy back registration rights in favor of any equityholder of at least 5% of the outstanding equity interests of the Company on an as-converted basis (subject to customary lock-ups and carve-backs) (including shelf registrations if the Company is eligible) following the consummation of an initial public offering of the Company.
Transfer Rights	No equityholder (other than Pemberton subject to compliance with the Tag-along Rights described below) shall, directly or indirectly, sell, exchange, transfer, hypothecate, negotiate, gift, bequeath, convey in trust, pledge, mortgage, grant a security interest in, assign, encumber or otherwise dispose of all or any portion of its equity interests, including by merger, consolidation, liquidation, dissolution, dividend, distribution

OVERVIEW OF TERMS AND CONDITIONS	
	or otherwise without the prior written consent of a majority of the Board, except for transfers (i) in a tag-along sale, (ii) pursuant to a Drag-Along Sale, (iii) to its affiliates or a related fund, or (iv) in the case of Apogem, a transfer of its Preferred Equity to Pemberton.
Other Minority Protections	The definitive organizational documents of the Company will include a customary preemptive rights, tag-along rights and drag along rights with respect to any issuances of any equity securities equal to or senior in right of priority the Preferred Equity.
Offering	The Preferred Equity are being offered pursuant to the exemption from registration under the Securities Act of 1933, as amended (the "Securities Act") provided by Section 4(a)(2) of the Securities Act and certain rules and regulations promulgated under that section. The Preferred Equity will not be registered under the Securities Act, and may not be offered or sold in the United States absent a registration statement or exemption from registration.
Tax Treatment	The Preferred Equity will be treated as equity for U.S. federal income and other applicable income tax purposes and, for U.S. federal income tax purposes will be treated as equity that is not "preferred" for purposes of Section 305 of the Internal Revenue Code of 1986, as amended.