

**[Date]**

[Borrower Name]  
[Borrower Address]  
[City, State, Zip Code]

**Re: Commitment for [Amount] Syndicated Bridge Loan Facility**

Dear [Name of Borrower Representative],

[Lead Arranger Name] ("Lead Arranger") and [Initial Lender Name] ("Initial Lender," and together with the Lead Arranger, "we" or "us") are pleased to set forth the terms and conditions under which the Initial Lender commits to provide a senior secured bridge loan facility (the "Bridge Facility") to [Borrower Name] (the "Borrower") in an aggregate principal amount of \$[Amount].

**1. Commitment**

The Initial Lender hereby commits to provide 100% of the Bridge Facility, subject to the terms and conditions set forth in this letter and the attached Summary of Terms (the "Term Sheet").

**2. Syndication**

The Lead Arranger reserves the right, in consultation with the Borrower, to syndicate the Bridge Facility to a network of financial institutions (the "Lenders"). The Borrower agrees to assist the Lead Arranger in a manner customary for such transactions to complete a successful syndication.

**3. Conditions Precedent**

The commitment of the Initial Lender is subject to the following conditions:

- Execution of definitive loan documentation.
- Absence of any material adverse change in the business or financial condition of the Borrower.
- Delivery of audited and interim financial statements.
- Payment of all applicable fees and expenses.

**4. Fees and Expenses**

The Borrower agrees to pay all fees as set forth in the Fee Letter of even date herewith. Furthermore, the Borrower shall reimburse the Lead Arranger and Initial Lender for all reasonable out-of-pocket expenses, including legal counsel fees, incurred in connection with the Bridge Facility.

**5. Confidentiality**

This letter and the Term Sheet are delivered to the Borrower on the condition that their contents shall not be disclosed to any third party (other than advisors to the Borrower) without our prior written consent.

**6. Governing Law**

This commitment letter shall be governed by and construed in accordance with the laws of the State of [State].

**7. Expiration**

This offer will expire at [Time] on [Date] unless signed and returned to us by the Borrower prior to that time.

Sincerely,

[Signature of Lead Arranger Representative]  
[Title]

[Signature of Initial Lender Representative]  
[Title]

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**Accepted and Agreed:**

For and on behalf of [Borrower Name]:

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Name:  
Title:  
Date: