

Dated 27 November 2023

Ares Management Limited

(as Secured Party)

Seed Midco Limited

(as Grantor)

Seed Bidco Limited

(as Company)

INTERIM SECURITY INTEREST RELEASE AGREEMENT

THIS AGREEMENT is made on 27 November 2023

BETWEEN

- 1 **Ares Management Limited** a company incorporated in England and Wales having its registered office at C/O Tmf Group , 8th Floor, 20 Farringdon Street, London EC4A 4AB as interim facility agent and interim security agent (the **Secured Party**);
- 2 **Seed Midco Limited**, a company incorporated under the laws of Guernsey with registration number 72061 and having its registered office at Redwood House, St. Julian's Avenue, St Peter Port, Guernsey GY1 1WA (the **Grantor**); and
- 3 **Seed Bidco Limited**, a company incorporated under the laws of Guernsey with registration number 72062 and having its registered office at Redwood House, St. Julian's Avenue, St Peter Port, Guernsey GY1 1WA (the **Company**).

WHEREAS:

- A By an interim security interest agreement dated 17 July 2023 (the **Interim Security Interest Agreement**) made between the Secured Party and the Grantor, the Grantor granted security to the Secured Party over the Collateral including the shares in the Company specified in Schedule 1 (the **Securities**).
- B The Secured Party has agreed to reassign title to the Collateral to the Grantor, to discharge the security interests constituted by the Interim Security Interest Agreement and to release the Grantor from its obligations under the Interim Security Interest Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 Definitions and interpretation

- 1.1 In this security interest release agreement (the **Agreement**) and the schedules, capitalised words and expressions shall, except where defined below or where the context otherwise requires, have the same meaning as given in the Interim Security Interest Agreement:

Certificate means the certificate referred to in clause 3, the form of which appears in Schedule 2.

Effective Time means the time at which the Interim Facilities (as defined in the Interim Facilities Agreement) are cancelled in full in accordance with clause 8.4 (*Cancellation*) of the Interim Facilities Agreement.

- 1.2 The Secured Party shall be the "secured party" and the Grantor shall be the "debtor" for the purposes of the Law. References to the Secured Party include its successors and assigns. References to the Grantor include its successors and permitted assigns, if any.
- 1.3 Words and expressions not otherwise defined in this Agreement or the Interim Security Interest Agreement shall be construed in accordance with the Law.

- 1.4 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting a gender include every gender and references to persons include bodies corporate and unincorporate.
- 1.5 References to recitals, clauses and schedules are, unless the context otherwise requires, references to recitals and clauses of this Agreement and schedules to this Agreement.
- 1.6 The recitals and schedules form part of this Agreement and shall have the same force and effect as if they were expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules.
- 1.7 Any reference to this Agreement or to any agreement or document referred to in this Agreement shall be construed as a reference to such agreement or document as amended, varied, modified, supplemented, restated, novated or replaced from time to time.
- 1.8 Any reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision as the same may have been or may be amended, modified, extended, consolidated, re-enacted or replaced from time to time.

2 Discharge of security interest

- 2.1 At the Effective Time, the Secured Party hereby:
 - (a) releases the Collateral from the security interests constituted by the Interim Security Interest Agreement;
 - (b) agrees that the guarantee and any indemnity in favour of the Secured Party under the Interim Security Interest Agreement is wholly discharged and releases the Grantor from all of its obligations thereunder;
 - (c) releases and discharges the Grantor from any liability in respect of the covenants, guarantees, obligations and liabilities of whatsoever nature given to the Secured Party pursuant to the Interim Security Interest Agreement;
 - (d) re-assigns to the Grantor such title to the Collateral as has been assigned to the Secured Party pursuant to the terms of the Interim Security Interest Agreement;
 - (e) agrees that the Collateral shall be held free from the security created by the Interim Security Interest Agreement;
 - (f) acknowledges and confirms that any power of attorney granted to it pursuant to the Interim Security Interest Agreement be and hereby is terminated and the Secured Party hereby irrevocably and unconditionally waives all and any rights it has in respect of the same;
 - (g) agrees that it shall deliver to the Grantor the certificates of title, together with any undated and signed instruments of transfer which were delivered to it (or to its order) pursuant to the Interim Security Interest Agreement; and

(h) agrees to execute and deliver all such further deeds and documents as may be reasonably requested by the Grantor in order to give effect to this Agreement and the releases and reassignments at clauses 2.1(a) to 2.1(d).

2.2 The Company hereby acknowledges that this Agreement constitutes notice of the matters set out in this Agreement including the reassignment referred to in clause 2.1(d).

3 Certificate

The Secured Party shall execute and deliver the Certificate to the Grantor promptly after the Effective Time.

4 Counterparts

This Agreement may be executed in any number of counterparts each of which shall be an original but which shall together constitute one and the same instrument.

5 Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Guernsey and the parties hereby irrevocably agree that the courts of Guernsey are to have jurisdiction to settle any disputes which arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement may be brought in any such court.

SCHEDULE 1

Details of Securities to be released

One ordinary share of £0.01 each in the capital of Seed Bidco Limited, a company incorporated under the laws of Guernsey with registration number 72062 having its registered office at Redwood House, St Julian's Avenue, St Peter Port, Guernsey GY1 1WA.

SCHEDULE 2

The Security Interests (Guernsey) Law, 1993

Certificate of Discharge

Ares Management Limited in its capacity as interim facility agent and interim security agent (the **Secured Party**), certifies that the security interests created or provided by the person specified in column (1) of the table below under the Interim Security Interest Agreement specified in column (2) are wholly discharged.

Grantor (1)	Interim Security Interest Agreement (2)	Collateral (3)
Seed Midco Limited , a company incorporated under the laws of Guernsey with registration number 72061 having its registered office at Redwood House, St. Julian's Avenue, St Peter Port, Guernsey GY1 1WA	Security Interest Agreement dated 17 July 2023 between the Grantor and the Secured Party in respect of the collateral specified in column (3)	The Collateral (as defined in the Interim Security Interest Agreement)

Dated: 2023

Signed for and on behalf of Ares Management Limited in its capacity as interim facility agent and interim security agent

Signature

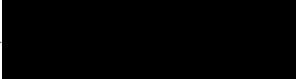
Print name

Title

THE PARTIES have duly executed this agreement on the date set out at the beginning of this Agreement.

Secured Party

Signed for and on behalf of Ares Management Limited in its capacity as interim facility agent and interim security agent

Signature 



Print name

Authorised signatory

Title

Grantor

Signed for and on behalf of Seed Midco Limited

Signature

Print name

Title

Company

Signed for and on behalf of Seed Bidco Limited

Signature

Print name

Title

THE PARTIES have duly executed this agreement on the date set out at the beginning of this Agreement.

Secured Party

Signed for and on behalf of Ares Management Limited in its capacity as interim facility agent and interim security agent

Signature

Print name

Title

Grantor

Signed for and on behalf of Seed Midco Limited

Signature 

Print name 

Director
Title

Company

Signed for and on behalf of Seed Bidco Limited

Signature 

Print name 

Director
Title