

RCF Upfront Fee Letter

To: Seed Bidco Limited (the “**Company**” or “**you**”)
Redwood House, St Julian’s Avenue, St Peter Port, Guernsey, GY1 1WA

Attn: The Directors

Date: 27 November 2023

Dear all,

Project Seed

1. INTRODUCTION

- 1.1 Reference is made to a senior facilities agreement (the “**Senior Facilities Agreement**”) dated on or about the date of this letter between the Company as Company, Original Borrower and Original Guarantor, Seed Midco Limited as Parent, APC Holdings I, L.P. as Backstop Lender, the financial institutions listed therein as Original Lenders and Ares Management Limited as Agent and Security Agent, as it may be amended, amended and restated, supplemented, modified or replaced from time to time.
- 1.2 Capitalised terms used but not defined in this letter shall have the same meaning given to them in the Senior Facilities Agreement. This is a Fee Letter and the RCF Upfront Fee Letter, in each case, as referred to in the Senior Facilities Agreement.

2. ORIGINAL REVOLVING FACILITY UPFRONT FEE

- 2.1 Pursuant to clause 15.5 (*RCF Upfront fee*) of the Senior Facilities Agreement, in consideration for our commitments and agreement to provide the Original Revolving Facility, you shall pay (or procure there is paid) to us for our own account on the Closing Date an upfront fee in an amount equal to 3.00% of the aggregate committed amount under the Original Revolving Facility (drawn or undrawn) as at the Closing Date (the “**Upfront Fee**”).
- 2.2 The Upfront Fee that is payable in accordance with paragraph 2.1 above shall be payable in Sterling.
- 2.3 The Upfront Fee shall be payable to the following account:

Beneficiary name:	Hamburg Commercial Bank AG, Luxembourg Branch	—
Bank name:	Hamburg Commercial Bank AG	
SWIFT:	HSHNDEHH	
Account number:	DE31 2105 0000 1100 3822 37	
Reference:	DL LUX / Project Seed	

3. GENERAL

- 3.1 Notwithstanding anything else to the contrary in this letter, the fee payable under this letter is subject to clause 15.1 (*No deal, no fees*) of the Senior Facilities Agreement.
- 3.2 All fees once paid are non-refundable either in whole or in part and non-creditable against other fees payable in connection with the Original Revolving Facility.
- 3.3 This letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto.

4. THIRD PARTY RIGHTS

Unless expressly provided to the contrary in this letter, a person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any of its terms. Notwithstanding any term of this letter, no consent of any person who is not a party to this letter is required to rescind or vary this letter at any time.

5. COUNTERPARTS

This letter may be executed in any number of counterparts and all those counterparts taken together shall be deemed to constitute one and the same letter.

6. GOVERNING LAW AND JURISDICTION

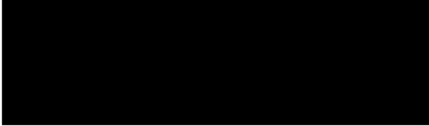
This letter (including the agreement constituted by your acknowledgement of its terms) and any non-contractual obligation arising out of or in connection with it is governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to the existence, validity or termination of this letter or any non-contractual obligation arising out of or in connection with this letter) (a “**Dispute**”). The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

[Remainder of this page intentionally left blank – signature pages follow]

Yours faithfully

Print name:  _____

Title: Authorized Signatory

Signature: 

Print name:  _____

Title: Authorized Signatory

Signature: 

for and on behalf of **Hamburg Commercial Bank AG, Luxembourg Branch** as **Original Revolving Facility Lender**

We acknowledge and agree to the above

Print name:

[Redacted]

Title:

Director

Signature:

[Redacted]

for and on behalf of **Seed Bidco Limited** as **Company**

Date: **27 November 2023**