

To: Geologist Bidco Limited

Attention: The Directors

7 August 2024

Dear Sirs,

**Project Geologist – Agency Fee Letter**

We refer to the senior facility agreement (the “**Senior Facility Agreement**”) dated on or about the date of this letter and entered into between, amongst others, Wilmington Trust (London) Limited as Facility Agent and Security Agent, the Original Lenders named therein and Geologist Midco 3 Limited as the Company.

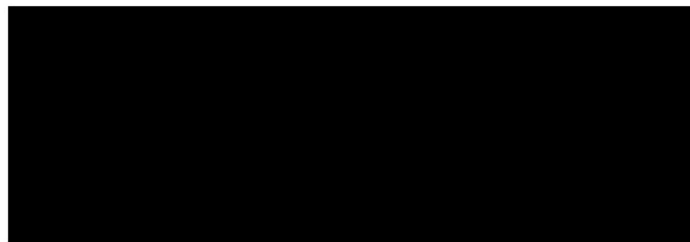
This letter is a Fee Letter as defined in the Senior Facility Agreement.

Unless otherwise defined herein, capitalised terms shall have the same meanings as set forth in the Senior Facility Agreement.

In connection with, and in consideration of the agreements contained in, the Senior Facility Agreement, you agree with us that you will cause the Group to pay to the Facility Agent (for its own account) an agency fee (which shall include a fee for acting as Security Agent) in an amount equal to £12,500 per annum (the “**Agency Fee**”), such fee shall be payable quarterly in advance (with the first payment due within 10 Business Days of the Closing Date) until the Facility terminates, or we are replaced or resign as Facility Agent and/or Security Agent in accordance with the terms of the Senior Facility Agreement, subject to refund on a *pro rata temporis* basis if the Facility is prepaid in full or such a replacement or resignation occurs. No such fee shall be payable in the event that Closing Date does not occur.

Unless otherwise agreed between us, for so long as we are acting as Facility Agent and/or Security Agent, the Agency Fee should be paid to the following account:

Account Name:  
Bank:  
Sort Code:  
Account No:  
SWIFT BIC:  
IBAN:  
Reference:



Other than as provided above, any obligation to pay the Agency Fee will not be subject to set-off or counterclaim. Unless otherwise agreed between us, the Agency Fee payable hereunder shall be paid in immediately available funds (for so long as we are acting as Facility Agent and/or Security Agent to the relevant account referred to above, or such other account as you and us may agree) in Sterling.

This letter and our respective rights hereunder may not be assigned by either party without the prior written consent of the other party. 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. This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed

in accordance with the laws of England and the parties to this letter hereby submit to the non-exclusive jurisdiction of the English courts.

A person who is not a party to this letter has no right under the Contract (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this letter, provided that any successor in title, permitted assign or permitted transferee of the Facility Agent and/or the Security Agent under and in accordance with the terms of the Senior Facility Agreement may enforce any term of this letter which that Facility Agent and/or Security Agent respectively would have been entitled to enforce.

This letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter by email or facsimile transmission shall be effective as delivery of an original executed counterpart hereof.

If you are in agreement with the foregoing, please sign and return the enclosed duplicate copy of this letter.

Yours faithfully,

**The Facility Agent and Security Agent**

**WILMINGTON TRUST (LONDON) LIMITED**

By: 

Name: 

Title: 

**Accepted and agreed**

For and on behalf of

**GEOLOGIST BIDCO LIMITED**

By:

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Name:

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Date: 7 August 2024