

**Bank of America, N.A., London Branch  
2 King Edward Street  
London EC1A 1HQ**

**Bank of America Europe DAC  
Two Park Place  
Hatch Street  
Dublin 2, Ireland**

CONFIDENTIAL

May 17, 2021

Apex Structured Intermediate Holdings Ltd.  
Vallis Building, 4<sup>th</sup> Floor  
58 Par La Ville Road  
Hamilton HM11  
Bermuda

Project Sierra  
Escrow Arrangement Fee Letter

Ladies and Gentlemen:

Reference is made to the First Amendment to First Lien Credit Agreement, dated as of August 25, 2021, as amended and restated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**First Lien Amendment**”), among Apex Structured Holdings Ltd., an exempted company limited by shares incorporated under the laws of Bermuda (“**Holdings**”), Apex Structured Intermediate Holdings Ltd., an exempted company limited by shares incorporated under the laws of Bermuda (the “**Company**”), Apex Group Treasury Limited, a private company limited by shares incorporated in Ireland with company registration number 667981 (the “**Irish Borrower**”), Apex Group Treasury LLC, a Delaware limited liability company (the “**US Borrower**”, and together with the Irish Borrower, each, a “**Borrower**” and, collectively, the “**Borrowers**”, and together with the Company, “**you**”), certain Incremental Lenders identified on Schedule 1 to the First Lien Amendment (the “**2021 Incremental First Lien Lenders**”) and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent (in such capacity, the “**First Lien Agent**”) under the Loan Documents. Capitalized terms used in this letter agreement but not otherwise defined herein shall have the respective meanings given to such terms in the First Lien Amendment.

**SECTION 1. Escrow Arrangement Fee.** As consideration for Bank of America, N.A., London Branch (“**BoA London**”), Bank of America Europe DAC (“**BoA Europe**” and, together with BoA London, “**BoA**”) arranging the amendment and restatement of the First Lien Amendment on the date hereof to allow for the escrow funding arrangements as set forth therein, you agree to pay to BoA, solely for its own account, an fee (the “**Fee**”) equal to \$1.0 million payable to BoA on the 2021 Initial Incremental Closing Date.

**SECTION 2. Fees Generally.**

(a) BoA shall be permitted to allocate the fees payable to it hereunder for its own account or to any of its affiliates as it deems appropriate.

(b) You agree that, once paid, the fees or any part thereof payable hereunder will not be refundable under any circumstances. All fees payable hereunder will be paid in immediately available funds and shall be in addition to any reimbursement of BoA’s reasonable and documented or invoiced out-of-pocket expenses to the extent reimbursable pursuant to the Amended First Lien Credit Agreement. All amounts payable under this letter agreement will be made in Dollars in immediately available funds, and,

in any case shall not be subject to counterclaim or set-off for, or be otherwise affected by, any claim or dispute relating to any other matter. In addition, all such payments shall be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or local taxing authority, or will be grossed up by you for such amounts.

### SECTION 3. No Advisory or Fiduciary Responsibility.

As you know, BoA (and its affiliates and subsidiaries) is a full service financial institution engaged, either directly or through its affiliates, in a broad array of activities, including commercial and investment banking, financial advisory, market making and trading, investment management (both public and private investing), investment research, principal investment, financial planning, benefits counseling, risk management, hedging, financing, brokerage and other financial and non-financial activities and services globally. In the ordinary course of their various business activities, BoA (and its affiliates and subsidiaries) and funds or other entities in which BoA (and its affiliates and subsidiaries) invests or with which they co-invest, may at any time purchase, sell, hold or vote long or short positions and investments in securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers. In addition, BoA (and its affiliates and subsidiaries) may at any time communicate independent recommendations and/or publish or express independent research views in respect of such assets, securities or instruments. Any of the aforementioned activities may involve or relate to assets, securities and/or instruments of you, the Target and/or other entities and persons which may (i) be involved in transactions arising from or relating to the arrangement contemplated by this letter agreement or (ii) have other relationships with you, the Target or their respective affiliates. In addition, BoA (and its affiliates and subsidiaries) may provide investment banking, commercial banking, underwriting and financial advisory services to such other entities and persons. The arrangement contemplated by this letter agreement may have a direct or indirect impact on the investments, securities or instruments referred to in this paragraph, and employees working on the financing contemplated hereby may have been involved in originating certain of such investments and those employees may receive credit internally therefor. Although BoA (and its affiliates and subsidiaries) in the course of such other activities and relationships may acquire information about the transaction contemplated by this letter agreement or other entities and persons which may be the subject of the financing contemplated by this letter agreement, BoA (and its affiliates and subsidiaries) shall have no obligation to disclose such information, or the fact that BoA (and its affiliates and subsidiaries) is in possession of such information, to any of you or the Target Group or to use such information on your or the Target's behalf.

BoA (and its affiliates and subsidiaries) may have economic interests that conflict with yours, the Target, their equity holders and/or their affiliates. You agree that BoA (and its affiliates and subsidiaries) will act under this letter agreement as an independent contractor and that nothing in this letter agreement or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between BoA (and its affiliates and subsidiaries) and you, the Target, your or their equity holders and/or your or their affiliates. You acknowledge and agree that the transactions contemplated by this letter agreement (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between BoA (and its affiliates and subsidiaries), on the one hand, and Holdings and its subsidiaries, on the other, and in connection therewith and with the process leading thereto, (i) BoA (and its affiliates and subsidiaries) has not assumed an advisory or fiduciary responsibility in favor of you, the Target, your or their equity holders and/or your or their affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether BoA (and its affiliates and subsidiaries) has advised, is currently advising or will advise you, the Target, your or their equity holders and/or your or their affiliates on other matters) or any other obligation to Holdings or the Target except the obligations expressly set forth in this letter agreement and (ii) BoA (and its affiliates and subsidiaries) is acting solely as a principal and not as the agent or fiduciary of you, the Target, your or their management, equity holders, affiliates, creditors or any

other person. You acknowledge and agree that you have consulted your own legal and financial advisors to the extent you have deemed appropriate and that you are responsible for making your own independent judgment with respect to such transactions and the process leading thereto. You agree that you will not claim that BoA (or its affiliates and subsidiaries) has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to you or the Target, in connection with such transactions or the process leading thereto. In addition, BoA may employ the services of their respective affiliates in providing services and/or performing their respective obligations hereunder, and such affiliates will be entitled to the benefits afforded to BoA hereunder. In addition, please note that BoA (and its affiliates and subsidiaries) does not provide accounting, tax or legal advice.

#### SECTION 4. Miscellaneous.

This letter agreement may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile transmission or electronic transmission (including “.pdf”, “.tif” or similar format) will be effective as delivery of a manually executed counterpart hereof. Each party further agrees that the electronic signatures, whether digital or encrypted, of the parties included in this letter agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

This letter agreement will be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank]

Very truly yours,

**Bank of America, N.A., London Branch**



Title: Managing Director

**Bank of America Europe DAC**



Title: Managing Director

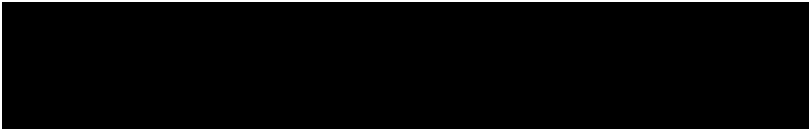
Accepted and agreed to as of the date first set forth above:

APEX STRUCTURED INTERMEDIATE HOLDINGS LTD.

A large black rectangular redaction box covering the signature area.A large black rectangular redaction box covering the signature area.

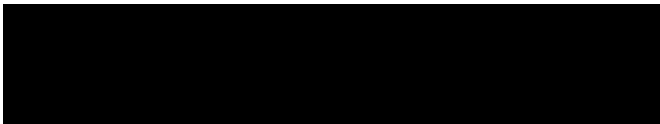
Title: Authorized Signatory

APEX GROUP TREASURY LIMITED

A large black rectangular redaction box covering the signature area.

Title: Manager

APEX GROUP TREASURY LLC

A large black rectangular redaction box covering the signature area.

Title: Manager

Accepted and agreed to as of the date first set forth above:

APEX STRUCTURED INTERMEDIATE HOLDINGS LTD.

[Redacted]

Title: Authorized Signatory

[Redacted]

Title: Authorized Signatory

APEX GROUP TREASURY LIMITED

[Redacted]

Title: Manager

APEX GROUP TREASURY LLC

[Redacted]

Title: Manager