

JPMORGAN CHASE BANK, N.A.
270 Park Avenue
New York, New York 10017

June 8, 2026

Ingredion Incorporated
5 Westbrook Corporate Center
Westchester, Illinois 60154

Attention: Kevin Wilson, Vice President and Corporate Treasurer

Project Rubicon
364-Day Bridge Facility
Fee and Syndication Letter

Ladies and Gentlemen:

Reference is made to the 364-Day Bridge Loan Agreement dated the date hereof (as amended, extended, supplemented, amended and restated or otherwise modified from time to time, the “**Bridge Loan Agreement**” or the “**Bridge Facility**”), by and among Ingredion Incorporated, a Delaware corporation (the “**Borrower**” or “**you**”), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A. (“**JPMorgan**”, “**we**” or “**us**”), as administrative agent and initial lender (in such capacity, the “**Initial Lender**”). You have advised JPMorgan that you intend to consummate the Acquisition and the other Transactions described in the Bridge Loan Agreement. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Bridge Loan Agreement. This letter agreement is the Fee and Syndication Letter referred to in the Bridge Loan Agreement.

1. Titles and Roles.

JPMorgan is pleased to confirm its agreement to act, and you hereby appoint JPMorgan to act, as the sole lead arranger and sole bookrunner (acting in such capacities, the “**Arranger**” and together with the Initial Lender, collectively, the “**Initial Financing Parties**”, “**we**” or “**us**”) with respect to the Commitments and the Loans under the Bridge Loan Agreement (the “**Bridge Facility**”). JPMorgan is pleased to confirm its agreement to act, and you hereby appoint JPMorgan to act as administrative agent (the “**Administrative Agent**”) for the Bridge Facility. You agree that no other agents, co-agents, lead arrangers, arrangers, lead bookrunners or bookrunners will be appointed, no other titles will be awarded and no compensation will be paid in connection with the Bridge Facility, unless you and we shall agree. It is understood that JPMorgan will have “left” placement in all marketing materials and other documentation used in connection with the Bridge Loan Agreement; provided that the Borrower agrees that JPMorgan may perform its responsibilities hereunder through its affiliates, including J.P. Morgan Securities LLC.

2. Syndication.

JPMorgan reserves the right, on or after the execution of the Bridge Loan Agreement, to syndicate all or a portion of the Bridge Facility (including all or part of JPMorgan’s commitment) to one or more other financial institutions selected in consultation with you and reasonably acceptable to you, which acceptance will not be unreasonably withheld or delayed, that will become parties to the Bridge Loan Agreement

pursuant to a syndication to be managed by JPMorgan (the financial institutions becoming parties to the Bridge Loan Agreement being collectively referred to herein as the “**Lenders**”). If requested by JPMorgan during the period commencing on the date hereof until the earliest of (a) the completion of the Succession Syndication (as defined below), (b) the termination of the Syndication as determined by the Arranger and (c) the date that is 60 days after the closing date of the Acquisition (such earliest date, the “Syndication Date”), you agree to actively assist JPMorgan to achieve a syndication of the Bridge Facility that is reasonably acceptable to JPMorgan and you. Such assistance will include, without limitation (i) making senior management and representatives of the Borrower available to participate in information meetings with potential Lenders and rating agencies at such reasonable times and places and upon reasonable notice as JPMorgan may reasonably request and consented to by you (such consent not to be unreasonably withheld, conditioned or delayed), (ii) using the Borrower’s commercially reasonable efforts to ensure that the syndication efforts benefit from the Borrower’s and its subsidiaries’ existing lending relationships, (iii) assisting (including using your commercially reasonable efforts to cause your affiliates and advisors to assist) in the preparation of a confidential information memorandum for the Bridge Facility in form and substance customary for transactions of this type and otherwise reasonably satisfactory to the Arranger and other customary marketing and rating agency materials to be used in connection with the syndication of the Bridge Facility, (iv) using your commercially reasonable efforts to maintain monitored ratings of the Borrower’s senior unsecured indebtedness from Moody’s (as defined below) and S&P (as defined below), (v) promptly providing JPMorgan upon reasonable request with all other information reasonably deemed necessary by it to successfully complete the syndication of the Bridge Facility and (vi) ensuring you will not, without the prior written consent of the JPMorgan, syndicate or issue any debt facility or any debt of you or your subsidiaries that would reasonably be expected to materially impair the syndication of the Bridge Facility (other than (x) the issuance by the Borrower of senior unsecured notes generating aggregate gross proceeds of up to \$2,750,000,000, (y) the borrowing of loans by the Borrower under newly established senior unsecured term loan facilities in an aggregate principal amount of up to \$1,975,000,000 (the “**Term Loans**”) and (z) debt constituting “Excluded Debt” in the Bridge Loan Agreement (it being understood that any indebtedness for borrowed money syndicated or issued by the Borrower pursuant to clause (h) shall be conducted in coordination with JPMorgan’s syndication of the Bridge Facility or otherwise in a manner that could not be materially expected to adversely impact the syndication of the Bridge Facility).

The Borrower acknowledges that (i) JPMorgan may make available any Information and Projections (each such term as defined in Section 3) (collectively, the “**Company Materials**”) to potential Lenders by posting the Company Materials on SyndTrak, the Internet or another similar electronic system (the “**Platform**”) and (ii) certain of the potential Lenders may be public side Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities or the Target and its securities) (each, a “**Public Lender**”). The Borrower agrees that (A) at the request of JPMorgan, which shall be made only upon the agreement between the Arranger and the Borrower that marketing to potential Lenders that are Public Lenders will facilitate the syndication of the Bridge Facility, it will prepare a version of the information package and presentation to be provided to potential Lenders that does not contain material non-public information concerning the Borrower, the Target or their respective securities for purposes of United States federal and state securities laws and foreign laws; (B) all Company Materials that are to be made available to Public Lenders will be clearly and conspicuously marked “PUBLIC”, which, at a minimum, will mean that the word “PUBLIC” will appear prominently on the first page thereof; (C) by marking Company Materials “PUBLIC,” the Borrower will be deemed to have authorized JPMorgan and the proposed Lenders to treat such Company Materials as not containing any material non-public information (although they may be confidential or proprietary) with respect to the Borrower, the Target or their or its securities for purposes of United States federal and state securities laws or foreign law; (D) all Company Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Lender”; and (E) JPMorgan will be entitled to treat any Company Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Lender.” The Borrower acknowledges and agrees that the following documents may be distributed to all

Lenders (including Public Lenders) (unless the Borrower promptly notifies the Arranger in writing (including by email) within a reasonable time prior to their intended distribution (after you have been given a reasonable opportunity to review such documents) that any such document should only be distributed to prospective private Lenders): (a) drafts and final versions of the Credit Documents, (b) administrative materials prepared by the Arranger for prospective Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda) and (c) term sheets and notification of any changes in the terms of the Bridge Facility.

It is understood that in connection with your assistance described above, you will provide customary authorization letters (in the case of a public-side version of the Company Materials, containing a representation as to the absence of material non-public information therefrom), satisfactory to JPMorgan, authorizing the distribution of the Company Materials to prospective Lenders, which letters shall include a customary "10b-5" representation and exculpate us with respect to any liability related to the use of the contents of the confidential information memorandum or any related marketing material by the recipients thereof.

3. Information.

You hereby represent and warrant that (with respect to Information (as defined below) and Projections (as defined below) relating to the Target and its subsidiaries, to your knowledge) (i) all written information (other than Projections, forward-looking information and other information of a general economic or industry nature) that has been or will hereafter be made available to JPMorgan, any Lender or any potential Lender by you or any of your representatives in connection with the Transactions (the "**Information**"), when taken as a whole and when furnished, is and will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements were or are made (giving effect to all supplements and updates provided thereto) and (ii) all financial projections, if any, that have been or will be prepared by you or any of your representatives and made available to JPMorgan, any Lender or any potential Lender (the "**Projections**") and other forward-looking information have been or will be prepared in good faith based upon assumptions that are or were reasonable as of the date of the preparation of such Projections or such other information (it being understood that the Projections and such other information are as to future events and are not viewed as facts, the Projections and such other information are subject to significant uncertainties and contingencies, many of which are beyond your (and the Target's) control, and that no assurance can be given that the Projections or forward-looking information will be realized and that actual results during the period or periods covered by any such Projections or forward-looking information may differ significantly from the projected results and such differences may be material). If, at any time from the date hereof until the Syndication Date, any of the representations and warranties in the preceding sentence would not be accurate and complete in any material respect if the Information or Projections were being furnished, and such representations and warranties were being made, at such time, then the Borrower agrees to promptly supplement, or cause to be supplemented, the Information and/or Projections from time to time so that the representations and warranties (prior to the Closing Date, to your knowledge with respect to Information and Projections and forward-looking information relating to the Target) contained in this paragraph remain accurate and complete in all material respects under those circumstances. In arranging and syndicating the Bridge Facility, JPMorgan is relying on the accuracy of the Information furnished to it by or on behalf of the Borrower or any of its representatives without independent verification thereof.

4. Fees.

As consideration for the Arranger's agreements to structure, arrange and syndicate the Bridge Facility and the Initial Lender's Commitments under the Bridge Loan Agreement and for the services being provided

by the Arranger in assisting the Borrower in evaluating the market for the Bridge Facility and providing alternative terms and structures for the Bridge Facility (“**Alternatives**”), you agree to pay or cause to be paid to the Arranger, the following fees:

(a) a non-refundable structuring fee (the “**Structuring Fee**”) solely for the account of the Arranger, in an amount equal to [REDACTED] on its (or its respective affiliates’) aggregate Commitments on the date hereof, which shall be earned and payable on the date hereof;

(b) if and to the extent the Loans under the Bridge Facility are funded, non-refundable funding fees (the “**Funding Fees**”) for the account of each Lender, determined as follows:

(i) if (x) the Borrower has received the Required Target Information (as defined below) at least 45 days prior to the Funding Date, (y) the Borrower has failed to use commercially reasonable efforts (as reasonably determined by the Borrower in good faith) to obtain the Required Target Information prior to the Funding Date or (z) the Funding Date occurs on or after December 31, 2027, the Funding Fees shall be in an amount equal to 50 basis points on the aggregate principal amount of the Loans funded under the Bridge Facility, which Funding Fees shall be earned, due and payable on the date of funding of the Bridge Loans (the “**Funding Date**”);

(ii) if (x) the Borrower has used commercially reasonable efforts (as reasonably determined by the Borrower in good faith) to obtain the Required Target Information but has not received the Required Target Information at least 45 days prior to the Funding Date and (y) the Funding Date occurs prior to December 31, 2027, the Funding Fees shall be earned, due and payable as follows:

(A) 12.5 basis points on the aggregate principal amount of the Loans funded under the Bridge Facility on the Funding Date, which portion of the Funding Fees shall be earned, due and payable on the Funding Date;

(B) 12.5 basis points on the aggregate principal amount of the Loans outstanding under the Bridge Facility on the 31st day after the Funding Date, which portion of the Funding Fees shall be earned, due and payable on the 31st day after the Funding Date;

(C) 25 basis points on the aggregate principal amount of the Loans outstanding under the Bridge Facility on the 76th day after the Funding Date, which portion of the Funding Fees shall be earned, due and payable on the 76th day after the Funding Date; and

(D) an amount (which shall not be less than zero) equal to (x) 50 basis points on the aggregate principal amount of the Loans outstanding under the Bridge Facility on December 31, 2027 less (y) the sum the aggregate amount of Funding Fees paid pursuant to clauses (A) through (C) above, which portion of the Funding Fees shall be earned, due and payable on December 31, 2027.

As used in this Section 4(b), “**Required Target Information**” means: (A) all historical financial statements of Target and its subsidiaries, together with business financial data and other information (including pro forma financial statements) (i) that are customary for private placements of non-convertible debt securities pursuant to Rule 144A promulgated under the Securities Act of 1933, as amended and (ii) that would be necessary to receive customary “comfort” (including negative assurance comfort) from independent

accountants in connection with an offering of senior unsecured notes of the Borrower and, in the case of annual financial statements, the auditor's report thereon and (B) a draft of a customary "comfort" letter that the independent accountant of Target and its subsidiaries would be prepared to deliver upon completion of customary procedures in connection with the offering of senior unsecured notes of the Borrower.

(c) for the ratable account of the Lenders, a commitment fee (the "**First Step Commitment Fee**") equal to 0.175% of the aggregate amount of the Commitments on the date hereof, which First Step Commitment Fee shall be earned and payable on the date hereof; provided that, if the Borrower does not (a) receive Debt Ratings (after giving effect to the Transactions) from both Moody's and S&P and (b) receive a Qualifying Debt Rating (as defined below), in each case on or prior to the earlier of (x) 60 days after the date hereof and (y) the Closing Date (the "**Rating Conditions Deadline Date**") (the failure by the Borrower to receive two such Debt Ratings and a Qualifying Debt Rating on or prior to the Rating Conditions Deadline Date, the "**Ratings Condition Event**"), you agree to pay or cause to be paid to the Lenders, for their own account, an additional First Step Commitment Fee equal to 0.025% of the Commitments in effect on the date hereof, which additional First Step Commitment Fee shall be earned in full on the date a Ratings Condition Event occurs and shall be due and payable within three (3) Business Days of the date of such Ratings Condition Event. As used herein, "**Qualifying Debt Rating**" means a Debt Rating (after giving effect to the Transactions) of (i) BBB+ or higher by S&P or (ii) Baa1 or higher by Moody's; provided that, if there is a split in the Debt Ratings of more than one level, whether a Qualifying Debt Rating shall have been achieved shall be determined based on a Debt Rating equal to the level one lower than the higher of the two Debt Ratings;

(d) for the ratable account of the Lenders, a commitment fee (the "**Second Step Commitment Fee**") equal to 0.175% (or, if the Ratings Condition Event has occurred, 0.200%) of the aggregate amount of the Commitments in effect (determined prior to giving effect to any reduction thereof on account of any Loans made on such date) on the earlier of (x) the date that is 90 days after the date hereof and (y) the Closing Date, which Second Step Commitment Fee shall be earned and payable on such earlier date;

(e) for the ratable account of the Lenders, a commitment fee (the "**Third Step Commitment Fee**") equal to 0.175% (or, if the Ratings Condition Event has occurred, 0.200%) of the aggregate amount of the Commitments in effect (determined prior to giving effect to any reduction thereof on account of any Loans made on such date) on the earlier of (x) the date that is 12 months after the date hereof and (y) the Closing Date, which Third Step Commitment Fee shall be earned and payable on such earlier date; and

(f) for the ratable account of the Lenders, a commitment fee (the "**Fourth Step Commitment Fee**") and, together with the First Step Commitment Fee, the Second Step Commitment Fee and the Third Step Commitment Fee, the "**Commitment Fee**") equal to 0.175% (or, if the Ratings Condition Event has occurred, 0.200%) of the aggregate amount of the Commitments in effect (determined prior to giving effect to any reduction thereof on account of any Loans made on such date) on the earlier of (x) December 31, 2027 (y) the Closing Date, which Fourth Step Commitment Fee shall be earned and payable on such earlier date.

You also agree to pay, or cause to be paid, to the Administrative Agent a non-refundable administration fee equal to \$75,000 (the "**Administrative Agent Fee**"), which Administrative Agent Fee shall be earned and payable quarterly in advance, with the first payment thereof being due on the Closing Date and each payment thereafter being due in advance on each three-month anniversary of the Closing Date for so long as the Bridge Facility is in effect.

The Borrower acknowledges that the Arranger's assistance in evaluating Alternatives will be based on the Arranger's own internal standards for financings of this type, and that Alternatives discussed with the Borrower hereunder will be those which the Arranger would wish to be retained to arrange or provide. Nothing in this letter agreement will be deemed to require the Arranger to represent or otherwise be an advisor to the Borrower or its affiliates or subsidiaries, it being understood that the Borrower shall consult with its own advisors concerning the advisability of any of the Alternatives and shall be responsible for making its own independent investigation and appraisal of any Alternatives, nor will the Arranger undertake any responsibility, fiduciary or otherwise, to the Borrower, its management or its board of directors with respect thereto. The Borrower agrees that it has and will continue to, independently and without reliance upon the Arranger, and based on such documents, analysis and information as it deems appropriate, make its own appraisal and investigation of the proposed Alternatives and will make its own decision as to the desirability of any Alternatives proposed hereunder by the Arranger. In addition, the Borrower acknowledges that the Arranger does not intend to propose any Alternatives for which the Arranger would not, in the ordinary course of its business, act as an arranger or lender.

In addition, the Lenders (including the Initial Lenders) shall be paid the other fees specified in the Bridge Loan Agreement. You agree that, once paid, the fees or any part thereof payable hereunder shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated by the Bridge Loan Agreement are consummated. All fees payable hereunder shall be paid in U.S. Dollars in immediately available funds and shall be payable without setoff or counterclaim. To the extent that the date hereof is not a Business Day, any Structuring Fee and/or Commitment Fee that is due and payable on the date hereof shall instead be due and payable first Business Day following the date hereof.

Notwithstanding anything to the contrary herein, the Arranger shall be permitted to allocate the fees payable to it hereunder for its own account to any Lenders, prospective Lenders or participants or to any of its affiliates as it deems appropriate.

5. Alternate Transaction.

In the event that (i) you or any of your subsidiaries or any entity formed or controlled by you (collectively, the "**Related Parties**") consummates the Acquisition on or prior to the latter of (1) 12 months after the date hereof and (2) the Long-Stop Date or (ii) any Related Party consummates any transaction on or prior to the latter of (1) 12 months after the date hereof and (2) the Long-Stop Date in which any Related Party acquires, directly or indirectly, all or substantially all of the stock or assets of the Target (any such transaction, an "**Alternate Transaction**") with the proceeds of any other credit facility (other than the Term Loans), notwithstanding the willingness and ability on the part of JPMorgan to provide the Bridge Facility at the time of the Acquisition or the Alternate Transaction, then, in each case, you agree to pay (or to cause to be paid) to JPMorgan (without duplication of amounts otherwise owed pursuant to the terms of this Fee and Syndication Letter) the full amount of the Commitment Fees (to the extent not previously paid) and Funding Fees payable hereunder that would have been payable hereunder on or prior to the Closing Date immediately upon the consummation of the Acquisition or such Alternate Transaction (and assuming the full funding of the Bridge Facility) (such fees, the "**Bridge Alternate Financing Fees**"). Notwithstanding the foregoing, no fees shall be payable under this paragraph to JPMorgan if: (i) the Bridge Loan Agreement has been terminated by JPMorgan with respect to JPMorgan prior to its stated termination date; (ii) JPMorgan fails to reaffirm its willingness, following a request by you to do so, to provide the Bridge Facility on the terms and conditions set forth in the Bridge Loan Agreement; (iii) JPMorgan shall have refused to fund, or breached its commitment to fund, the portion of the Bridge Facility equal to the amount of its Commitment (as in effect at the time) under the Bridge Loan Agreement on the terms and conditions set forth therein; or (iv) in the case of an Alternate Transaction only, JPMorgan (or one of its affiliates) has been given a bona fide opportunity to provide any alternate financing for such Alternate Transaction on terms and conditions at least as favorable to JPMorgan as other financial institutions acting in such roles

for such Alternate Transaction that are substantially similar to the roles JPMorgan is acting in under the Bridge Loan Agreement and with relative economics at least commensurate with those provided to JPMorgan under this Fee and Syndication Letter (or such other terms and conditions and economics as are mutually agreed), and JPMorgan has turned down such opportunity or failed to respond to the offered opportunity in a timely manner.

6. Market Flex.

At any time on or prior to Syndication Date, to the extent the Arranger (i) determines in its discretion that such change is advisable to facilitate a Successful Syndication or (ii) reasonably believes that a Successful Syndication is not likely to be achieved by the Closing Date, the Arranger shall be entitled, after consultation with you, to increase the Applicable Rate for Loans under the Bridge Loan Agreement during each period and at each pricing level by up to [REDACTED] *per annum*; provided that at the election of the Arranger, up to [REDACTED] of such increase may take the form of an increase to any Commitment Fee, the duration fee set forth in Section 2.12 of the Bridge Loan Agreement (the “**Duration Fee**”) and/or the payment of upfront fees (with each basis point of upfront fees, Commitment Fee or Duration Fee equated to one basis point per annum of interest rates for the purposes of the foregoing calculation). It is understood and agreed that the Arranger may not require any changes pursuant to this Section 6 that would impose additional conditions precedent to, or otherwise expand, the conditions precedent as set forth in the Bridge Facility (except, for the avoidance of doubt, by increasing fees that are payable as a condition precedent).

For purposes hereof, “**Successful Syndication**” means a syndication of the Bridge Facility that results in JPMorgan and its affiliates holding Commitments and Loans under the Bridge Facility in the aggregate representing not more than (i) [REDACTED], in respect of the aggregate Tranche A Commitments and Tranche A Loans under the Bridge Facility and (ii) [REDACTED], in respect of the aggregate Tranche B Commitments and Tranche B Loans under the Bridge Facility.

The Arranger and the Borrower agree to enter into any amendments to the Bridge Loan Agreement to effect the terms of this Section 6.

7. Indemnification; Limitation of Liability; Expenses.

You will indemnify and hold harmless the Arranger, each Initial Lender and each of their Related Parties (each, an “**indemnified person**”) in accordance with the terms set forth in Section 9.03(c) of the Bridge Loan Agreement (without giving effect to any modifications, consents, amendments or waivers thereto or any termination thereof).

Notwithstanding any other provision of this Fee and Syndication Letter, none of the Arranger, each Initial Lender nor any of their Related Parties shall be liable for any special, indirect, consequential or punitive damages in connection with the Fee and Syndication Letter, the Bridge Facility, the use of the proceeds thereof, the Transactions or any related transaction.

Whether or not the Acquisition is consummated or the Bridge Facility is funded, you agree to pay, or reimburse, the expenses of each Initial Financing Party in accordance with the terms set forth in Section 9.03(a) of the Bridge Loan Agreement (without giving effect to any modifications, consents, amendments or waivers thereto or any termination thereof).

8. Assignments; Amendments.

This Fee and Syndication Letter may not be assigned by any party hereto without the prior written consent of each other party hereto (not to be unreasonably withheld or delayed) (and any purported assignment

without such consent will be null and void), is intended to be solely for the benefit of the parties hereto and, except as set forth above in respect of indemnified persons and exculpated parties, is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. Each Initial Financing Party may assign its agreements hereunder, in whole or in part, to (i) any of its affiliates or (ii) any other person subject to the written consent of the Borrower. This Fee and Syndication Letter may be not amended nor any term or provision hereof or thereof waived or otherwise modified except by an instrument in writing signed by each of the parties hereto and any term or provision hereof or thereof may be amended or waived only by a written agreement executed and delivered by all parties hereto.

9. Confidentiality.

This Fee and Syndication Letter is delivered to you on the understanding that neither this Fee and Syndication Letter nor any of its terms or substance shall be disclosed, directly or indirectly, to any other person without our prior written approval (which shall not be unreasonably withheld), except (a) to you and your affiliates' officers, directors, employees, stockholders, partners, members, accountants, attorneys, agents and advisors who are directly involved in the consideration of this matter (including in connection with providing accounting or tax advice to the Borrower and its affiliates) on a confidential basis, (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law or requested by a Governmental Authority (in which case you agree to the extent permitted under applicable law, subpoena, order or legal process to inform us as soon as reasonably practicable thereof), (c) in connection with the exercise of remedies hereunder or any suit, action or proceeding relating to this Fee and Syndication Letter or other agreement contemplated hereby or enforcement hereof, (d) you may disclose the aggregate fee amounts contained herein as part of projections, pro forma information or a generic disclosure of aggregate sources and uses related to aggregate compensation amounts related to the Transactions to the extent customary or required in any marketing materials related to the Bridge Facility or as required in any public filing relating to the Transactions (which in the case of such public filing may indicate the existence of the Fee and Syndication Letter), (e) as required pursuant to the provisions of the Takeover Code or any guidance or practice statements issued by the Takeover Panel in connection therewith *provided*, that with respect to this clause (e), you and the Arranger shall consult prior to such disclosure, and (f) this Fee and Syndication Letter (redacted in a manner reasonably satisfactory to the Arranger) may be disclosed to the Target, their respective subsidiaries and their officers, directors, employees, affiliates, legal counsel and other legal advisors on a confidential basis in connection with their consideration of the Transactions.

Each Initial Lender will treat as confidential all confidential information provided to it by or on behalf of the Borrower hereunder in accordance with the terms set forth in Section 9.12 of the Bridge Loan Agreement.

For the avoidance of doubt, nothing in this confidentiality provision shall prohibit any person from voluntarily disclosing or providing any information within the scope of this confidentiality provision to any governmental, regulatory or self-regulatory organization (any such entity, a "**Regulatory Authority**") to the extent that any such prohibition on disclosure set forth in this confidentiality provision shall be prohibited by the laws or regulations applicable to such Regulatory Authority.

10. Absence of Fiduciary Relationship; Affiliates; Etc.

The Borrower hereby acknowledges that JPMorgan is acting pursuant to a contractual relationship on an arm's length basis, and the parties hereto do not intend that JPMorgan act or be responsible as a fiduciary to the Borrower, its management, stockholders, creditors or any other person. Each of the Borrower and JPMorgan hereby expressly disclaims any fiduciary relationship and agrees they are each responsible for making their own independent judgments with respect to any transactions entered into between them. The Borrower agrees that it will not claim that JPMorgan has rendered any advisory services or assert any claim

against JPMorgan based on an alleged breach of fiduciary duty by JPMorgan in connection with this Fee and Syndication Letter and the transactions contemplated hereby or assert any claim based on any actual or potential conflict of interest that might be asserted to arise or result from the engagement of JPMorgan or any of its affiliates acting as a financial advisor to the Borrower or any of its affiliates, on the one hand, and the engagement of JPMorgan hereunder and the transactions contemplated hereby, on the other hand. The Borrower also hereby acknowledges that JPMorgan has not advised and is not advising the Borrower as to any legal, accounting, regulatory or tax matters, and that the Borrower is consulting its own advisors concerning such matters to the extent it deems appropriate.

The Borrower understands that JPMorgan and its affiliates (collectively, the “**Group**”) are engaged in a wide range of financial services and businesses (including investment management, financing, securities trading, corporate and investment banking and research). Members of the Group and businesses within the Group generally act independently of each other, both for their own account and for the account of clients. Accordingly, there may be situations where parts of the Group and/or their clients either now have or may in the future have interests, or take actions, that may conflict with the Borrower’s interests. For example, the Group may, in the ordinary course of business, engage in trading in financial products or undertake other investment businesses for their own account or on behalf of other clients, including without limitation, trading in or holding long, short or derivative positions in securities, loans or other financial products of the Borrower or its affiliates, the Target or its affiliates or other entities connected with the Bridge Facility or the Transactions.

As you know, JPMorgan has been retained as buy-side financial advisor (in such capacity, the “**Financial Advisor**”) in connection with the Acquisition. You agree to such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of the Financial Advisor and, on the other hand, our and our affiliates’ respective relationships with you as described and referred to herein.

You acknowledge that JPMorgan bank currently is acting as a lender and Administrative Agent under the Borrower’s Existing Revolving Credit Agreement, and JPMorgan or its affiliates may currently or in the future hold debt or equity securities or other instruments (including bank loans) in the Borrower, the Target or any of their respective affiliates, and you and your affiliates’ rights and obligations under any other agreement with JPMorgan or any of its affiliates (including the Existing Revolving Credit Agreement) that currently or hereafter may exist are, and shall be, separate and distinct from the rights and obligations of the parties pursuant to this Fee and Syndication Letter, and none of such rights and obligations under such other agreements shall be affected by JPMorgan’s performance or lack of performance of services hereunder. You further acknowledge that JPMorgan or its affiliates may currently or in the future participate in other debt or equity transactions on behalf of or render financial advisory services to you or other companies that may be involved in a competing transaction. You hereby agree that JPMorgan may render its services under this Fee and Syndication Letter notwithstanding any actual or potential conflict of interest presented by the foregoing, and you hereby waive any conflict of interest claims relating to the relationship between JPMorgan and you and your affiliates in connection with the transactions contemplated hereby, on the one hand, and the exercise by JPMorgan or any of its affiliates of any of their rights and duties under any credit or other agreement (including the Existing Revolving Credit Agreement), on the other hand.

In recognition of the foregoing, the Borrower agrees that the Group is not required to restrict its activities as a result of the Bridge Loan Agreement or this Fee and Syndication Letter and that the Group may undertake any business activity without further consultation with or notification to the Borrower. Neither the Bridge Loan Agreement or this Fee and Syndication Letter nor the receipt by JPMorgan of confidential information nor any other matter will give rise to any fiduciary, equitable or contractual duties (including without limitation, any duty of trust or confidence) that would prevent or restrict the Group from acting on

behalf of other customers or for its own account. Furthermore, the Borrower agrees that neither the Group nor any member or business of the Group is under a duty to disclose to the Borrower or use on behalf of the Borrower any information whatsoever about or derived from those activities or to account for any revenue or profits obtained in connection with such activities. However, consistent with the Group's long-standing policy to hold in confidence the affairs of its customers, the Group will not use confidential information obtained from the Borrower except in connection with its services to, and its relationship with, the Borrower, provided however, that the Group will be free to disclose information in any manner as required by law, regulation, regulatory authority or other applicable judicial or government order or as permitted under Section 9 hereof.

11. Survival.

The compensation, reimbursement, indemnification, confidentiality, syndication, flex, jurisdiction, venue, governing law and waiver of jury trial provisions contained herein shall remain in full force notwithstanding the termination of this Fee and Syndication Letter or the Bridge Loan Agreement; *provided*, that the syndication provisions shall survive only until the Syndication Date.

12. Governing Law, Venue, Jurisdiction, Waiver of Jury Trial, Etc.

This Fee and Syndication Letter will be subject to the provisions of Sections 9.09 and 9.10 of the Bridge Loan Agreement, *mutatis mutandis*. This Fee and Syndication Letter will be governed by, and construed in accordance with, the laws of the State of New York.

13. PATRIOT Act.

Each of the Initial Financing Parties hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Patriot Act**") and the requirements of 31 C.F.R. §1010.230 (the "**Beneficial Ownership Regulation**") each Initial Financing Party and each Lender may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow each Initial Financing Party and such Lender to identify the Borrower in accordance with the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and is effective for each Initial Financing Party and each Lender. You hereby acknowledge and agree that we shall be permitted to share any or all such information with each other Lender.

14. Miscellaneous.

The Borrower acknowledges that this Fee and Syndication Letter is neither an express nor an implied commitment by JPMorgan to act in any capacity with respect to the Bridge Facility or to purchase or place any loans in connection therewith, which commitment, if any, is only set forth in the Bridge Loan Agreement.

This Fee and Syndication Letter 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 Fee and Syndication Letter by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof. This Fee and Syndication Letter and the Bridge Loan Agreement are the only agreements that have been entered into among the parties hereto with respect to the Bridge Facility and set forth the entire understanding of the parties with respect thereto and supersede any prior written or oral agreements among the parties hereto with respect to the Bridge Facility.

This Letter shall terminate automatically on the date that is the earlier of (i) you terminating the Bridge Facility and the commitments thereunder in full prior to the occurrence of the Closing Date and (ii) the Long-Stop Date.

[Remainder of page intentionally left blank]

Please confirm that the foregoing is in accordance with your understanding by signing and returning to the Initial Financing Parties the enclosed copy of this Fee and Syndication Letter. We look forward to working with you on this transaction.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

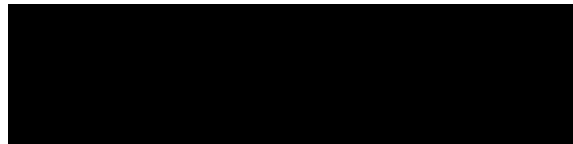
By:

A large black rectangular redaction box covering the signature area.

Title: Executive Director

INGREDION INCORPORATED

By:



Title: Vice President and Corporate
Treasurer