Lehman Commercial Paper Inc.

June [•], 2009

Delta Topco Limited Delta Prefco Limited c/o CVC Capital Partners Limited 111 Strand London WC2R OAG

Attn: Donald Mackenzie, Nick Clarry and Tim Gallico

Re: Delta Topco Limited and Delta Prefco Limited (together, the "Companies")

Ladies and Gentlemen:

In response to your letter dated March 25, 2009, to Lehman Brothers Commercial Paper Inc. ("LCPI"), LCPI agrees that it will nominate Peter Sherratt as a member of the board of directors of each of the Companies (the "Boards") in accordance with Section 10.4(b) of the Investment and Shareholders Agreements of each of the Companies (the "ISAs"), subject to the Companies' agreement, by execution of this Deed in the space provided below, to the following:

- (a) each of the Companies will appoint, or cause to be reappointed, Mr. Sherratt as a member of its Board upon the written request of LCPI or LB I Group (as defined below), whether before or after the Transfers (as defined below), to serve until the earliest of (i) such time as LCPI or LB I Group notifies the Companies in writing; (ii) Mr. Sherratt's death, disability or resignation and (iii) LCPI and LB I Group no longer owning collectively at least 10% of the issued shares of that Company;
- (b) the Companies hereby consent to (i) the transfer by LCPI of all (but not some only) of (A) LCPI's shares in the Companies (the "Shares") and (B) the Loan Notes and the Pik Notes (each, as defined in the Loan Note Instrument, dated November 24, 2006, as amended on September 18, 2008 (the "Loan Note Instrument") of Delta Topco Limited to LB I Group Inc. ("LB I Group") (the "Transfers") and (ii) concurrently with the Transfers, the grant by LB I Group of a security interest in all of LB I Group's right, title and interest in and to the Shares, the Loan Notes and the Pik Notes to LCPI, provided that LB I Group shall first have executed a Deed of Adherence to, and in the form required by, each of the ISAs, and delivered them to the Companies;
- (c) for the purposes of the Transfers <u>only</u>, the Companies hereby waive the forced transfer provisions of the Articles of Association of the Companies and the Loan Note Instrument to the extent they may apply to the equity or debt interests held by LCPI. For the avoidance of doubt, LCPI and LB I Group agree that the aforementioned forced transfer provisions shall apply following the Transfers and that this waiver is limited to the current circumstances of LCPI and LB I Group;
- (d) the Companies consent to the sharing by Mr. Sherratt with the representatives of LCPI (LB I Group following the Transfers) listed on **Schedule A**, which list LCPI

(LB I Group following the Transfers) may modify from time to time with the consent of the Companies (such consent not to be unreasonably withheld) and on an asneeded basis only, LCPI's (LB I Group's following the Transfers) attorneys, any information regarding the Companies he may receive in his capacity as a director; **provided** that LCPI (LB I Group following the Transfers) acknowledges that any such information shall be subject to the confidentiality provisions of Clause 15 of the ISAs in accordance with their respective terms, and for these purposes LB I Group shall be responsible for procuring compliance with such confidentiality restrictions by each of the persons listed in Schedule A and by LCPI's attorneys; and

(e) the Companies will take such action as is reasonably necessary to amend that certain draft Confidentiality Agreement, dated as of May ______, 2006, by and between Mr. Sherratt and Alpha Topco Limited in order to permit the actions contemplated by clause (d) above, and it shall be a condition of Mr. Sherratt's appointment or reappointment that he executes the same.

LCPI and LB I Group hereby agree that all of their rights to appoint a director to the boards of the Companies, whether pursuant to the Articles of Association of the Companies or the ISAs, are irrevocably waived and released in their entirety, (but without affecting their rights under this Deed); **provided**, **however**, that in the event Mr. Sherratt is no longer able to serve as a member of the Boards due to death, incapacity, resignation or otherwise, LB I Group shall during such time as Mr. Sherratt is not able to serve on the Boards, and for as long as it satisfies the requirements of clause 10.4(b) of the ISAs be entitled to nominate either one of the other members of the Boards at such time, or a third party if mutually agreed between the parties, to be its representative, and during such time, the Companies shall provide LB I Group with such information and materials as are provided to other Investors pursuant to clause 14 of the ISAs.

The parties to this Deed agree that Section 1, Section 5 and Section 7 of those certain side letters dated on or around 23 May 2006 and 24 November 2006 and addressed by the CVC Funds to LCPI (the "Side Letters") shall lapse and cease to have effect upon completion of the Transfers, and LB I Group has and shall have no rights or obligations under Section 1, Section 5 or Section 7 of the Side Letters. The remaining provisions of the Side Letters shall remain in full force and effect and shall be assigned to LB I Group upon consummation of the Transfers. The CVC Funds may enforce this provision against LCPI and LB I Group.

LCPI and LB I Group request that the Companies acknowledge their agreement to the foregoing by executing this Deed in the space provided below.

Very truly yours,

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Witness-	Signature:	
	Name:	
	Address:	

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EXECUTED and DE as a DEED by LB I G acting by Jack McCar of:		the presence))).)
Witness-	Signature:		
	Name:		
	Address:		

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Accepted and agreed as of the date first above written: **EXECUTED** and **DELIVERED** as a **DEED** by Delta Topco Limited) acting by a director in the presence) of: Director Witness-Signature: Name: Address: **EXECUTED** and **DELIVERED** as a **DEED** by Delta Prefco Limited acting by a director in the presence of: Director Witness-Signature: Name: Address:

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