

**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 only, 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





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: .....