

**EXECUTION VERSION**

**BARCLAYS CAPITAL INC.**  
745 Seventh Avenue  
New York, NY 10019

**MERRILL LYNCH, PIERCE,  
FENNER & SMITH  
INCORPORATED**  
One Bryant Park  
New York, NY 10036

**UBS SECURITIES LLC**  
1285 Avenue of the Americas  
New York, NY 10019

**BNP PARIBAS, LONDON BRANCH**  
10 Harewood Avenue  
London NW1 6AA

**HSBC BANK PLC**  
8 Canada Square  
London, E14 5HQ, UK

**NATIXIS SECURITIES AMERICAS  
LLC**  
1251 Avenue of the Americas  
New York, NY 10020

**CONFIDENTIAL**

April 13, 2019

CONNECT FINCO SARL (f/k/a Triton Finco SARL, the “*Issuer*” or “*you*”)

c/o Warburg Pincus LLC  
450 Lexington Avenue, 34th Floor  
New York, NY 10017  
Attention: Christopher Turner

c/o Ontario Teachers’ Pension Plan Board  
5650 Yonge Street  
Toronto, Ontario M2M 4H5  
Attention: Eric Hargrave

c/o Apax Partners LLP  
33 Jermyn Street  
London SW1Y 6DN  
Attention: Roxana Mirica

c/o Canada Pension Plan Investment Board  
40 Portman Square  
London, W1H 6LT  
Attention: Rosario Corcione

Project Triton  
Amended and Restated Engagement Letter

Ladies and Gentlemen:

This amended and restated engagement letter (this “*Engagement Letter*”) amends, restates and supersedes in its entirety that certain engagement letter (the “*Original Engagement Letter*”) dated as of March 23, 2019 (the “*Original Signing Date*”), by and among Barclays Capital Inc. (“*Barclays*”), Merrill Lynch, Pierce, Fenner & Smith Incorporated (“*MLPFS*”), UBS Securities LLC (“*UBSS*” and, together with Barclays and MLPFS, the “*Original Engagement Parties*”) and you. You have advised the Original Engagement Parties, BNP Paribas, London Branch (“*BNPP*”), HSBC Bank PLC (“*HSBC*”) and Natixis Securities Americas LLC (“*Natixis*” and, together with the Original Engagement Parties, BNPP and HSBC, “*we*”, “*us*” or the “*Engagement Parties*”) that a newly created entity (“*Bidco*”) formed at the direction of Warburg Pincus LLC and its affiliates (collectively, “*Warburg*”), Apax Partners LLP and its affiliates (collectively, “*Apax*”), Ontario Teachers’ Pension Plan Board (“*OTPPB*”) and Canada Pension Plan Investment Board (“*CPIIB*” and together with Warburg, Apax and OTPPB, collectively, the “*Sponsors*”) intends to acquire (the “*Acquisition*”), directly or indirectly, an entity previously identified to us by you as “Triton” (the “*Company*”). Reference is made to (i) the amended and restated commitment letter dated the date hereof, including the exhibits and other attachments thereto (the “*Commitment Letter*”) among you and the other parties thereto, regarding the Transactions described therein and (ii) the amended and restated fee letter (the “*Fee Letter*”), dated the date hereof, by an among you and the other parties thereto regarding the Transactions described therein. Terms used but not defined in this letter agreement shall have the meanings assigned thereto in the Commitment Letter or the Fee Letter, each dated the date hereof and delivered herewith with respect to the Facilities, as applicable.

You have further advised us that, in connection therewith, it is intended that the financing for the Transactions will include (i) the first lien revolving credit facility described in the First Lien Term Sheet (the “**Revolving Facility**”) in an amount up to \$700.0 million; (ii) the initial term loan credit facility and the delayed draw term loan credit facility described in the First Lien Term Sheet (the “**First Lien Term Facility**”) and together with the Revolving Facility, the “**First Lien Facilities**”) in an aggregate principal amount of up to \$2,700.0 million; and (iii)(x) up to \$1,125.0 million in aggregate principal amount of senior secured notes (the “**Notes**”) in a Rule 144A/Regulation S private placement and/or (y) if all or any portion of the Notes are not issued by the Borrower under this option on or prior to the Closing Date (as defined below), up to \$1,125.0 million of senior secured increasing rate loans (the “**Bridge Loans**”), under the senior secured credit facility described in the Bridge Term Sheet (the “**Bridge Facility**”) and together with the First Lien Facilities, the “**Facilities**”). The transactions described in this paragraph, together with the Acquisition, the Equity Contributions, the repayment or refinancing and assumption of certain existing indebtedness of the Company and its subsidiaries prior to, or concurrently with, or after the date of the Acquisition and the payments of fees and expenses in connection with each therewith, are collectively referred to herein as the “**Transactions**”. As used herein, “**Investors**” means the Sponsors and certain other co-investors arranged by the Sponsors.

Accordingly, the parties hereto agree as follows:

**1. Engagement of the Underwriter.** You hereby engage each of us (in such capacity under this letter agreement, the “**Underwriters**”) to be (i) with respect to each of Barclays, MLPFS, UBSS and BNPP, a bookrunning managing underwriter of, bookrunning managing placement agent for or bookrunning managing initial purchaser and (ii) with respect to HSBC and Natixis, a co-managing underwriter of, co-managing placement agent for or co-managing initial purchaser in, the offering of any Notes and/or any other debt securities offering undertaken by you or your controlled affiliates to finance the Transactions or to refinance any Bridge Loans or any outstanding Interim Loans (as defined in the Interim Facilities Agreement) that have not, for the avoidance of doubt, been refinanced with Bridge Loans or Term Loans under the Initial First Lien Term Facility made in connection with the Transactions (any such offering being herein called the “**Offerings**” and the securities issued pursuant to any Offering being herein called the “**Securities**”). Without limiting the engagement rights set forth above, the parties hereto agree that it is the intention of the parties to market Securities having terms usual and customary for offerings by affiliates of the Investors and based upon and consistent with the High Yield Documentation Principles (as defined in the Commitment Letter). It is understood and agreed that Barclays, MLPFS, UBS, BNPP, HSBC and Natixis shall receive 27.50%, 27.50%, 27.50%, 8.00%, 4.75% and 4.75%, respectively, in respect of the aggregate economics in connection with each Offering. It is further agreed that (x) MLPFS shall appear on the “left” of all marketing and other materials in connection with each Offering and will have the rights and responsibilities customarily associated with such name placement and (y) the other Underwriters will be listed in the order determined by you in any marketing and other materials. Notwithstanding anything to the contrary herein, the following financings shall not constitute an Offering: (i) the making of any First Lien Loans, Bridge Loans or any Interim Loans or the issuance of senior secured notes in exchange for such Bridge Loans and (ii) any offering of debt securities issued to the Investors or to their respective affiliates without use of the Underwriters. In connection with any Offering in which the Underwriters elect to participate, you will cause the issuer in such Offering to enter into an underwriting agreement, placement agency agreement or purchase agreement, as applicable, with the Underwriters, which agreement shall be consistent with this letter agreement and otherwise consistent with the High Yield Documentation Principles. The Underwriters’ services to you in connection with any such Offering shall consist of: (i) assistance in the preparation of the Offering Document (as defined below); (ii) assistance in structuring the Offering and its terms; (iii) assistance in the preparation of any rating agency presentations; and (iv) organizing the marketing effort to identify selected purchasers of the Securities. It is understood and agreed that each Underwriter shall have no obligation hereunder to act as underwriter, placement agent or initial purchaser with respect to the Notes or any other Securities unless and until such time as such

Underwriter has executed and delivered an underwriting, placement agency or purchase agreement setting forth the obligations of such Underwriter.

**2. Cooperation to Complete Sale.** You agree that you will commence reasonably promptly after the Original Signing Date preparation of a preliminary offering memorandum or private placement memorandum relating to the Securities (the “**Offering Document**”). Further, you hereby agree that if at any time and from time to time (but not more than three (3) times in the case of the Bridge Facility (it being understood and agreed that any proposal that results in a Demand Failure Event (as defined below) shall not be included in such limitation)) on or after the Closing Date (subject to clause (xiv) of the proviso below) and prior to the date that is twelve (12) months after the date any Bridge Loans are made, the Underwriters affiliated with Bridge Lenders holding a majority of the commitments under the Bridge Facility (the “**Required Underwriters**”) make a proposal to you (a “**Securities Demand Proposal**”), after (x) prompt completion of the preparation of an Offering Document suitable for the contemplated Offering and (y) at least one customary “roadshow” (which, for the avoidance of doubt, may occur prior to or following the Closing Date and this condition shall be deemed satisfied if you have been afforded the opportunity to participate in such a roadshow but decline (it being acknowledged and agreed that no Securities need be issued prior to the Closing Date but may be required to be issued on the Closing Date)), for the Underwriters’ offering of Securities of the Issuer, on terms and conditions, including ranking, interest, yields and redemption prices, as are necessary or appropriate in light of then prevailing market conditions, all as reasonably determined by the Underwriters, in consultation with you, and consistent with the High Yield Documentation Principles (*provided* that (i) (x) the aggregate amount of gross proceeds of Securities issued pursuant to this paragraph shall not exceed an amount equal to the amount necessary to result in net proceeds equal to the proposed amount of the Bridge Loans or, if the Bridge Loans have been made, an amount sufficient to repay all the then outstanding principal and other amounts under the Bridge Loans and all then unfunded commitments under the Bridge Facility and (y) each offering of Securities pursuant to this paragraph shall be in respect of a minimum of \$225.0 million principal amount of Securities, (ii) (x) the Securities shall be secured consistent with the security provided under the Bridge Facility in effect at the time of such request (whether or not then funded) and (y) the guarantee structure shall be consistent with that provided under the Bridge Facility in effect at the time of such request (whether or not then funded), (iii) the aggregate weighted average total effective yield payable by the issuer of all Securities issued pursuant to this paragraph shall not exceed the Total Cap; *provided* that in no event shall the total effective yield payable by the Issuer applicable to any tranche of Securities issued pursuant to this paragraph at any time exceed the Total Cap plus 1.50%, (iv) the maturities thereof shall be not less than seven (7) years for any Securities issued pursuant to this paragraph, (v) such Securities shall be optionally redeemable pursuant to a customary make-whole prior to the third (3rd) anniversary of the issuance and no later than the third (3rd) anniversary after issuance with call premiums equal to an amount not greater than seventy-five percent (75%) of the coupon on such Securities declining ratably each year to zero on the date one (1) year prior to maturity of such Securities (it being acknowledged and agreed that the Underwriters shall seek (a) call premiums equal to fifty percent (50%) of the coupon on such Securities declining ratably each year to zero on the date two (2) years prior to maturity of such Securities in lieu thereof and (b) that prior to the third anniversary of the Closing Date, the Issuer may redeem up to 10% of such Securities each year at a price in cash equal to 103% of the outstanding principal amount thereof), (vi) at least 40% of such Securities shall be optionally redeemable at par plus the coupon for such Securities with the proceeds of equity issued prior to the third (3rd) year after issuance of such Securities, (vii) if such proposal is made at any time during the period following the date of any funding under the Bridge Facility, a majority in aggregate principal amount of such Securities must be sold or immediately resold to bona fide investors which are not affiliated with the Underwriters (other than asset management affiliates purchasing Securities in the ordinary course of business as part of a regular distribution of securities (“**Asset Management Affiliates**”)) or any lender under the Bridge Facility (including participants), (viii) such Securities may be issued at a price equal to no less than 98% of par; *provided* that if such Securities are issued at a price less than 100% of par, the issuer may require that the amount of the Securities subject to a Securities Demand Proposal are

increased up to an amount such that the net proceeds would be the same had such Securities been issued at a price equal to 100% of par, (ix) unless otherwise agreed in writing by you, the Securities shall be denominated in U.S. Dollars, (x) so long as no Demand Failure Event has occurred and you have cooperated with your obligations to prepare an Offering Document and participate in a roadshow (to the extent reasonably requested in advance thereof and afforded an opportunity to do so), to the extent that you (or the issuer of any Securities) determine in your sole and absolute discretion that an offering of Securities could result in adverse tax consequence to the issuer of such Securities, with respect to any offering of Securities on and/or after the Closing Date, a majority of the Securities issued in such Securities Offering must be sold or immediately resold to bona fide investors which are not affiliated with the Commitment Parties or any lender under the Bridge Facility (including participants therein); (xi) a customary AHYDO savings clause will be included at the election of the Issuer if the Securities are issued with significant original issue discount or paid-in-kind interest); (xii) the Securities shall permit the Issuer to use the Specified Asset Sale Proceeds (as defined in the Precedent Credit Agreement) as provided for, and in accordance with, the terms set forth in Exhibit B to the Commitment Letter; (xiii) any such issuance shall be pursuant to a purchase or placement agreement and indenture and related documents which contain usual and customary terms, conditions and covenants as are consistent with and based on the High Yield Documentation Principles (provided, that to the extent any “pricing flex” rights are exercised, any incurrence-based tests in the indentures shall be adjusted as mutually agreed to account for the original issue discount and to maintain the agreed cushion taking into account any original issue discount); and (xiv) if the Underwriters provide you at least three (3) days prior written notice of their intent to make such a proposal for an offering that would close on the Closing Date (which such Securities shall be issued on the Closing Date) you will accept such proposal and, within the earlier of (x) the Closing Date and (y) five business days of such proposal, with respect to any proposal for an offering that would close after the Closing Date (assuming all of the foregoing conditions are satisfied) issue the Securities on the terms specified in such proposal; it being understood and agreed that (a) such Securities will be issued through a private placement (with no registration rights) and (b) any Securities issued to the Underwriters or affiliates thereof (other than Asset Management Affiliates purchasing Securities in the ordinary course of business as part of a regular distribution of securities) may be repurchased at the option of the Issuer at a price equal to the issue price plus accrued interest and accreted original issue discount but without any premium or penalty for so long as such Securities are held by them. It is further understood and agreed that the yield payable on any Securities issued pursuant to this paragraph shall not include any original issue discount arising from below par resales by the Underwriters or the tax impact of any “cancellation of indebtedness.” You represent that the Offering Document will be complete and correct in all material respects and will not include an untrue statement of a material fact or omit to state a fact necessary to make the statements, in the light of the circumstances under which they were made, not misleading. You acknowledge that the Underwriters may rely, without independent verification, upon the accuracy and completeness of the Offering Document and that the Underwriters do not assume responsibility therefor.

You shall use commercially reasonable efforts to cause the Issuer to furnish the Underwriters with all reasonably available information with respect to the Issuer and the Transactions (limited, with respect to the Company and its subsidiaries, to publically available information) (the “**Information**”), including, without limitation, all reasonably available financial information concerning the Issuer and projections relating to the Issuer and the Transactions (the “**Projections**”) (such Information and Projections which, for the avoidance of doubt, shall not include (a) financial statements and data required by Rules 3-09, 3-10 or 3-16 of Regulation S-X, (b) segment financial data (c) information regarding compensation discussion and related party transactions and other customary exceptions in “Rule 144A for life” placements) that the Underwriters may reasonably request for inclusion in any Offering Document that would typically be included in a Rule 144A offering and consistent with the High Yield Documentation Principles.

It is understood and agreed that the failure to issue any Securities in accordance with the first paragraph of this Section 2 for any reason will constitute a “**Demand Failure Event**”. Following a Demand

Failure Event, (i) the Borrower shall promptly pay to the Initial Bridge Lenders in respect of the Bridge Facility the Extension Fee (if not previously paid), calculated based on the principal amount of Bridge Loans outstanding and the amount of unfunded commitments under the Bridge Facility at such time of the Demand Failure Event, (ii) the interest rate on the Bridge Loans (and any Extended Term Loans and Exchange Notes upon issuance) shall immediately and automatically increase to the Total Cap, (iii) the Bridge Loans (and any Extended Term Loans and Exchange Notes upon issuance) will immediately and automatically be subject to the call protection provisions of Exchange Notes (on an as-flexed basis) and (iv) all restrictions on the assignability of the Bridge Loans shall cease to apply.

Notwithstanding anything to the contrary contained in this Engagement Letter or any other letter agreement or undertaking concerning the financing of the Acquisition to the contrary, in relation to the period prior to the Completion Date, we acknowledge that (x) neither the Company nor any of its affiliates is obligated to assist with any marketing of the securities or take any action procured by you; and (y) any obligation to procure that the Company takes any action (including making members of management available or to provide information or any other assistance contemplated by this Engagement Letter) shall be subject to the requirements of the City Code and the Panel and shall be limited to a commercially reasonable efforts obligation; and (z), at any time, the scope, form and content of information that can be provided pursuant to this Engagement Letter will be subject to the City Code and any requirements of the City Code or the Panel as well as any other applicable legal or regulatory restrictions (including any applicable laws or regulations on market abuse).

**3. *Matters Relating to Engagement.*** You acknowledge that the Underwriters have been retained solely to provide the services set forth in this letter agreement. In rendering such services, the Underwriters shall act as independent contractors, and any duties of the Underwriters arising out of its engagement hereunder shall be owed solely to you. You acknowledge that each Underwriter is a securities firm that is engaged in securities trading and brokerage activities, as well as providing investment banking and financial advisory services. In the ordinary course of trading and brokerage activities, each Underwriter and its affiliates may at any time hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities of entities that may be involved in the transactions contemplated hereby. Each Underwriter recognizes its responsibility for compliance with federal securities laws in connection with such activities. In addition, you acknowledge that each Underwriter has adopted policies and procedures designed to preserve the independence of its research analysts whose views may differ from those of its investment banking division.

In addition, each Underwriter and its affiliates may from time to time perform various investment banking, commercial banking and financial advisory services for other clients and customers who may have conflicting interests with respect to you, the Company or any Offering. Each Underwriter and each of its affiliates will use confidential information obtained from you pursuant to this engagement or its other relationships with you solely for purposes of performing the services for which they are engaged hereunder. You also acknowledge that each Underwriter and its affiliates have no obligation to use in connection with this engagement, or to furnish to you or the Company, confidential information obtained from other companies.

Furthermore, you acknowledge that each Underwriter and its affiliates may have fiduciary or other relationships whereby such Underwriter and its affiliates may exercise voting power over securities of various persons, which securities may from time to time include securities of the Company, potential purchasers of the Securities or others with interests in respect of any Offering. You acknowledge that each Underwriter and its affiliates may exercise such powers and otherwise perform their functions in connection with such fiduciary or other relationships without regard to such Underwriter's relationship to you hereunder.

You acknowledge that each Underwriter is not an advisor as to legal, tax, accounting or regulatory matters in any jurisdiction. You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated hereby.

Each Underwriter and its affiliates may have economic interests that conflict with those of the Company and you. You agree that each Underwriter will act under this letter as an independent contractor and that nothing in this Engagement Letter will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between us and you and the Company, your and their respective equity holders or your and their respective affiliates. You acknowledge and agree that (i) the transactions contemplated by this Engagement Letter are arm's-length commercial transactions between each Underwriter, on the one hand, and you and the Company, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as principal and not as agent or fiduciary of you, the Company, your and its management, equity holders, creditors or any other person, (iii) each Underwriter has not assumed and will not assume an advisory or fiduciary responsibility or any other obligation in favor of you with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether we or any of our affiliates have advised or are currently advising you or the Company on other matters) except the obligations expressly set forth in this Engagement Letter and (iv) you have consulted and will consult your own legal and financial advisors to the extent you deem appropriate. You further acknowledge and agree 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 any Underwriter has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to you, in connection with such transaction or the process leading thereto.

Each Underwriter reserves the right to employ the services of its affiliates and branches (other than Excluded Affiliates) in providing services contemplated hereby and to allocate, in whole or in part, to its affiliates and branches certain fees payable to such Underwriter in such manner as such Underwriter and its affiliates and branches may agree in their sole discretion and, to the extent so employed, such affiliates and branches shall be entitled to the benefits and protections afforded to, and subject to the provisions governing the conduct of such Underwriter hereunder; provided that such Underwriter will be liable for the actions or inactions of any such person whose services are so employed.

**4. Termination.** This letter agreement may be terminated by each Underwriter solely with respect to itself at any time upon ten (10) days' prior written notice to you. This letter agreement automatically terminates upon the earliest of (i)(a) if the Acquisition is intended to be completed pursuant to a Scheme, the date upon which the Scheme lapses (including, subject to exhausting any rights of appeal, if the relevant court refuses to sanction the Scheme) or is withdrawn in writing in accordance with its terms in the Announcement or Scheme Document (other than (x) where such lapse or withdrawal is as a result of the exercise of Bidco's right to effect a switch from the Scheme to the Offer or (y) it is otherwise to be followed within ten (10) business days by an Announcement made by Bidco to implement the Acquisition by a different offer or scheme (as applicable) in accordance with the terms of the Interim Facilities Agreement); and (b) if the Acquisition is intended to be completed pursuant to an Offer, the date upon which the Offer lapses or is withdrawn in writing in accordance with its terms in the Announcement or Offer Document (other than (x) where such lapse or withdrawal is as a result of the exercise of Bidco's right to effect a switch from the Offer to a Scheme or (y) it is otherwise to be followed within ten (10) business days by an Announcement made by Bidco to implement the Acquisition by a different offer or scheme (as applicable) in accordance with the terms of the Interim Facilities Agreement, (ii) in the event the Acquisition is consummated with the funding of any Bridge Loans or any Interim Loans, the earlier to occur of (x) the date that is twelve (12) months after the Closing Date and (y) the date on which all outstanding Bridge Loans, as applicable, are repaid in full and (iii) in the event the Acquisition is consummated without the funding of any Bridge Loans or any Interim Loans, the earlier of twelve (12) months from the Original

Signing Date and the date of the consummation of the Acquisition. Upon any termination of this letter agreement, the obligations of the parties hereunder shall terminate, except for their obligations under Sections 5, 9, 10 and 11 below.

**5. Indemnification.** In consideration of the engagement hereunder, you shall and shall cause the Indemnifying Parties (as defined in Annex A hereto) to indemnify and hold harmless the Indemnified Persons (as defined in Annex A hereto) to the extent set forth in Annex A hereto, which provisions are incorporated by reference herein and constitute a part hereof.

The terms and provisions of Annex A shall survive any termination or expiration of this letter agreement; *provided* that in the event that any underwriting agreement, placement agency agreement or purchase agreement shall be executed by the Underwriters and you in connection with an Offering, then with respect to such Offering the indemnification provisions contained therein shall supersede the indemnification provisions contained herein and any claim by an Underwriter as an Indemnified Person for indemnity shall be made pursuant to the indemnification provisions of such document. Notwithstanding any other provision of this letter agreement to the contrary, neither you nor any Indemnified Person shall be liable for any indirect, special, punitive or consequential damages incurred in connection with the Transactions or the other transactions contemplated by this letter agreement; *provided* that nothing contained in this paragraph shall limit your indemnity and reimbursement obligations to the extent set forth in Annex A hereto in respect of any third party claims alleging such indirect, special, punitive or consequential damages.

**6. Fees and Expenses.** (a) In any Notes offering or any other Offering consummated prior to the termination of this letter agreement and in which the Underwriters act as lead or co-lead underwriter, lead or co-lead placement agent or lead or co-lead purchaser, you shall pay or shall cause the applicable issuer to pay the Underwriters aggregate underwriter's or initial purchaser's discounts, or placement agency fees, as applicable (the "**Underwriting Fee**"), equal to 1.75% of the gross proceeds of such Offering, payable at the closing of such Offering out of the proceeds thereof; *provided* that such Underwriting Fee shall not be due if the Extension Fee is paid in respect of any Demand Failure Event.

(b) If, within the term of this letter agreement, (x) any portion of the Transactions is funded with the proceeds from an Offering or (y) the Bridge Loans or any Interim Loans are funded and refinanced with proceeds from an Offering (which shall not include, for the avoidance of doubt, any refinancing of Interim Loans with the proceeds of the First Lien Facilities and/or the Bridge Facility), in any case, other than with the proceeds of Securities sold, made or placed by an Underwriter (or its affiliates) pursuant hereto, each Underwriter shall be entitled to receive 50% of the Underwriting Fee with respect to such Offering that it would have received had it (or its affiliates) sold, made or placed such Securities; *provided*, that no Underwriter shall be entitled to any such Underwriting Fee hereunder if (I) it declines to participate in any Offering pursuant to which it would receive the fees and hold the roles contemplated by Sections 1 and 6(a) of this letter agreement, (II) one or more of the events, conditions or circumstances contemplated in clause (i), (ii) or (iii) of the second paragraph under "Additional Agreements" in the Fee Letter has occurred, (III) such Underwriter (or its affiliates) has been paid the fees set forth in the second paragraph under "Additional Agreements" in the Fee Letter or (IV) the Extension Fee has already been paid to such Underwriter (or its affiliates). For the avoidance of doubt, the provisions of this paragraph shall terminate upon the termination of this letter agreement.

(c) Other than to the extent provided for in any executed underwriting agreement, placement agency agreement or purchase agreement, as applicable, referred to in Section 1 above, there shall be no obligation to reimburse any costs and expenses incurred by the Underwriters. In connection with any Offering, you shall cause the applicable issuer to pay for all printing costs, filing fees, customary "blue sky" fees and expenses, fees and expenses (including all fees and expenses of a "qualified independent

underwriter,” if required) relating to filings and clearances with the Financial Industry Regulatory Authority and any rating agencies.

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. Your obligation to pay any fee set forth herein or to cause any such fee to be paid shall be joint and several with any other party having such an obligation, shall be absolute and unconditional and shall not be subject to reduction by way of setoff or counterclaim.

All amounts payable by you (or which you may cause to be paid) or payable by the relevant issuer under this letter, shall be paid without any deduction or withholding for or on account of, any current or future taxes, levies, imposts, duties, or charges (a “**Tax Deduction**”) unless such Tax Deduction is required by applicable law, in which event, and other than in respect of an Excluded Tax Deduction (as defined below), you will pay (or cause to be paid), or the relevant issuer shall pay, additional amounts so that each Underwriter receives the amount that it would otherwise have received but for such Tax Deduction, subject to the relevant Underwriter providing, on a timely basis, such tax forms or certificates (including tax residence certificates issued by a relevant taxing authorities for purposes of the applicability of a double taxation treaty) requested by you as it may lawfully provide and as may be required for a Tax Deduction not to apply. You and the relevant issuer agree to indemnify each Underwriter for the full amount of any such Tax Deduction (other than an Excluded Tax Deduction) and any liability (including penalties, interest, and expenses) arising therefrom or with respect thereto in case you (or the person you caused to make the payment) or the relevant issuer fails to apply such Tax Deduction, whether or not such Tax Deduction was correctly or legally asserted. For the above purposes, an “**Excluded Tax Deduction**” means any Tax Deduction that is imposed under the laws of Luxembourg in circumstances where the relevant Underwriter is not or has ceased to be a Qualifying Non-US Interim Lender in respect of the Borrower other than as a result of a Change of Law and which would not have arisen had the relevant Underwriter been such a Qualifying Non-US Interim Lender. If you pay any additional or indemnity amount to a Commitment Party under the preceding provisions of this paragraph and the Commitment Party determines (acting reasonably and in good faith) that it (or one of its Affiliates) has obtained and utilised a Tax Credit attributable to that additional or indemnity amount, then, clause 9.5 of the Interim Facilities Agreement shall apply with the necessary modifications in respect of that Tax Credit.

All amounts payable to any Underwriter under this letter are stated exclusive of value added tax or any similar taxes (“**VAT**”) and all amounts charged by any Underwriter will be invoiced and payable together with VAT, where appropriate. Where this letter requires you or the relevant issuer to reimburse or indemnify an Underwriter for any costs or expenses, you or the relevant issuer shall reimburse or indemnify (as the case may be) such Underwriter against any VAT incurred by such Underwriter in respect of the costs or expenses, to the extent that such Underwriter reasonably determines that neither it nor any group of which it is a member for VAT purposes is entitled to credit or receive repayment in respect of the VAT from the relevant tax authority.

**7. Use of Name.** You agree that any references to any Underwriter made pursuant to a press release or other similar public disclosure in connection with an offering of any Securities are subject to such Underwriter’s prior approval, which approval shall not be unreasonably withheld or delayed.

**8. Tombstone Advertisements.** Upon consummating the sale of any Securities, the Underwriters may place customary “tombstone” advertisements in publications of their choice at their own expense, with your prior approval (such approval not to be unreasonably withheld or delayed).

**9. Confidentiality.** (a) Each Underwriter and its affiliates shall use all information provided to it or such affiliates by or on behalf of you hereunder or in connection with the Acquisition and the related

Transactions solely for the purpose of providing the services which are the subject of this letter agreement and otherwise in connection with the Transactions and shall treat confidentially all such information and shall not publish, disclose or otherwise divulge, such information; provided, however, that nothing herein shall prevent any Underwriter from disclosing any such information (i) pursuant to the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law or compulsory legal process based on the advice of counsel (in which case such Underwriter agrees (except with respect to any routine audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority), to the extent practicable, to inform you promptly thereof prior to such disclosure, unless such Underwriter is prohibited by applicable law from so informing you), (ii) upon the request or demand of any regulatory authority having jurisdiction over such Underwriter or any of its respective affiliates (in which case such Underwriter agrees (except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law, to inform you promptly thereof prior to such disclosure), (iii) to the extent that such information becomes publicly available other than by reason of improper disclosure by such Underwriter or its related parties in violation of any confidentiality obligations owing to you, the Company or any of your or its respective affiliates (including those set forth in this paragraph), (iv) to the extent that such information is received by such Underwriter from a third party that is not, to the Underwriter's knowledge, subject to confidentiality obligations owing to you, the Company or any of your or its respective affiliates or related parties, (v) to the extent that such information is independently developed by such Underwriter prior to receiving it from you, (vi) subject to any confidentiality obligations owing to you, the Company or any of your or its affiliates to which such Underwriter might otherwise be subject, to such Underwriter's affiliates and to its and their respective employees, legal counsel, independent auditors, professionals and other experts or agents who need to know such information in connection with the Transactions or any Offering and are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential (with such Underwriter responsible for any such persons' compliance with this Section 9(a)), (vii) subject to any confidentiality obligations to you, the Company or any of your or its subsidiaries to which such Underwriter might otherwise be subject, to any of such Underwriter's affiliates (with such Underwriter responsible for any such persons' compliance with this Section 9(a)) and (viii) for purposes of establishing a "due diligence" defense.

(b) Without prejudice to the terms of any confidentiality, non-disclosure or other similar agreement entered into by any Commitment Party (or its affiliate) in respect of the Acquisition, you agree that you will not and will cause your affiliates not to disclose, directly or indirectly, this letter agreement, the contents hereof or the activities of any Underwriter pursuant hereto to any person without the prior written approval of such Underwriter (such approval not to be unreasonably withheld, condition or delayed), except that you may disclose this letter agreement and the contents hereof (i) to the Borrower, to your or the Borrower's directors, officers, employees, agents, attorneys, accountants, advisors, controlling persons and equity holders, on a confidential and need-to-know basis, (ii) pursuant to the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, rule or regulation (including the Takeover Code, any applicable laws or regulations on market abuse and taking into account any requirements of the Takeover Panel) or compulsory legal process or to the extent requested or required by governmental and/or regulatory authorities, in each case based on the reasonable advice of your legal counsel (in which case you agree, to the extent practicable and not prohibited by applicable law, to inform the Underwriters promptly thereof prior to such disclosure), (iii) upon the request or demand of any regulatory authority having jurisdiction over you (in which case you agree to inform such Underwriter promptly thereof prior to such disclosure, unless you are prohibited by applicable law from, or are requested by such regulatory authority to refrain from, so informing such Underwriter), (iv) as part of projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts to the extent customary or required in offering and marketing materials for

the Facilities, the Notes or in any public filing relating to the Transactions provided that pursuant to this clause (iv), you may only disclose the fees contained in this letter agreement and (v) in any public filing or in any offering memorandum or offering circular in connection with the Acquisition or the financing thereof or as may otherwise be required by law, rule or regulation; provided that pursuant to this clause (v), you may only disclose the existence, but not the terms, of this letter agreement.

To the extent the Completion Date does not occur, the provisions of this Section 9 shall terminate on the second anniversary of the Original Signing Date.

**10. *Governing Law and Submission to Jurisdiction.*** THIS ENGAGEMENT LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS ENGAGEMENT LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER. Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York, County of New York, or, if under applicable law exclusive jurisdiction is vested in Federal courts, the United States District Court for the Southern District of New York (and any appellate court from any thereof) (collectively, the “*Chosen Courts*”), in any action or proceeding arising out of or relating to this Engagement Letter or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall be heard and determined in such Chosen Courts, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Engagement Letter, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Chosen Court and (d) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto agrees that service of process, summons, notice or document by registered mail addressed to you or us at the addresses set forth above shall be effective service of process for any suit, action or proceeding brought in any such court.

**11. *Miscellaneous.*** This Engagement Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (except for Indemnified Persons, to the extent set forth in Annex A hereto). This Engagement Letter may not be amended or waived except by an instrument in writing signed by us and you. This Engagement Letter may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Engagement Letter by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof. Section headings herein are for convenience only and are not a part of this Engagement Letter. This Engagement Letter may not be assigned by any party hereto (other than by you to any newly formed shell entity organized in the United States, the Netherlands, England and Wales, Luxembourg or any other jurisdiction reasonably acceptable to the Arrangers, in each case for the purpose of consummating the Acquisition, so long as such entity is, or substantially simultaneously with such assignment will be, controlled directly or indirectly by the Sponsors and, after giving effect to the Transactions shall (directly or through a wholly owned subsidiary) own the Company; *provided* that the Underwriters shall have received all documentation and other information about such entity as has been reasonably requested in writing at least ten (10) business days prior to the earlier of the proposed assignment date and the Completion Date that is required by regulatory authorities under applicable “know your customer” regulations) without the prior written consent of each other party hereto (such consent not to be unreasonably withheld, conditioned or delayed) without the prior written consent of each other party hereto

(such consent not to be unreasonably withheld or delayed), and any attempted assignment without such consent shall be null and void; *provided, further*, that, notwithstanding any other provision of this Engagement Letter to the contrary, MLPFS may, without notice to you or any other party hereto or thereto, assign its rights and obligations under this Engagement Letter to any other registered broker-dealer wholly-owned by Bank of America Corporation to which all or substantially all of Bank of America Corporation's or any of its subsidiaries' investment banking, commercial lending services or related businesses may be transferred following the date of this Engagement Letter (*provided, however*, that, for the avoidance of doubt, such assignments shall not relieve Bank of America Corporation and MLPFS of their respective rights and obligations set forth herein). This Engagement Letter supersedes all prior understandings, whether written or oral, among us with respect to the matters described herein and sets forth the entire understanding of the parties hereto with respect thereto.

If any term, provision, covenant or restriction in this Engagement Letter is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. You and the Underwriters shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by signing in the appropriate space below and returning to us the enclosed duplicate originals (or facsimiles or other electronic transmissions) hereof, whereupon this Engagement Letter shall become a binding agreement between us.

The Original Engagement Letter shall be superseded hereby in its entirety upon the effectiveness of this Engagement Letter.

[Remainder of this page intentionally left blank]

Very truly yours,

**BARCLAYS CAPITAL INC.**

By: 

Name: Peter Thomson

Title: MD

Very truly yours,

**MERRILL LYNCH, PIERCE, FENNER &  
SMITH INCORPORATED**

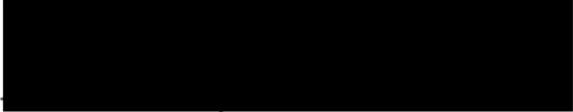
By:   
Name: SCOTT TOLCHIN  
Title: MANAGING DIRECTOR

Very truly yours,

**UBS SECURITIES LLC**

By: 

Name: Michael Lawton  
Title: Managing Director

By: 

Name: Luke Bartolone  
Title: Executive Director

**BNP Paribas, London Branch**

By: [REDACTED]  
Name: Mark Richmond  
Title: Director

By: [REDACTED]  
Name: [REDACTED]  
Title: GAURAV SETHI  
MANAGING DIRECTOR

**HSBC BANK PLC**

By: 

Name:

Title:

Joanne Robertson  
Legal Counsel

RESTRICTED

[Signature Page to Engagement Letter]

**Natixis Securities Americas LLC**

By:   
Name: Robert Chen  
Title: Managing Director

By:   
Name: J. Stephane Lautner  
Title: Director

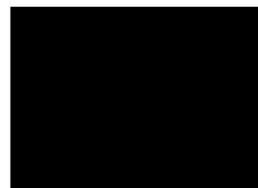
Accepted and agreed to as of  
the date first above written:

**CONNECT FINCO SARL**

By: 

Name: GONZAGUE DE LHONEUX

Title: DIRECTOR



## ANNEX A

You and the relevant issuer (the “**Indemnifying Party**”) shall indemnify and hold harmless each Underwriter, its affiliates and its and their respective officers, directors, employees, agents and controlling persons, but excluding any Investor in its capacity as such and such related parties to such Investor in such capacity (each an “**Indemnified Person**”) from and against any and all losses, claims, damages, liabilities and reasonable and documented out-of-pocket expenses, joint or several (limited, in the case of (i) legal fees and expenses, to the reasonable, documented and invoiced fees, disbursements and other charges of one counsel for all Indemnified Persons and, if necessary, one firm of local counsel in each relevant material jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all Indemnified Persons (and, in the case of an actual conflict of interest, one additional conflicts counsel for the affected Indemnified Persons) and (ii) the fees and expenses of any other advisor or consultant, to the reasonable, documented and invoiced fees, disbursements and other charges of such advisor or consultant, but solely to the extent you have consented to the retention of such person (such consent not to be unreasonably withheld or delayed)) to which any such Indemnified Person may become subject arising out of or in connection with the transactions contemplated by the letter agreement to which this Annex A is attached, or any action, claim, litigation, investigation or proceedings, actual or threatened, relating to the foregoing (“**Proceedings**”), regardless of whether any such Indemnified Person is a party thereto, and to reimburse such Indemnified Persons for any reasonable legal or other reasonable and documented out-of-pocket expenses as they are incurred in connection with investigating, responding to or defending any of the foregoing; *provided* that the foregoing indemnification will not, as to any Indemnified Person, apply to actions, losses, claims, damages, liabilities or expenses to the extent that they have resulted from (i) the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of such Indemnified Person’s affiliates or any of its or their respective officers, directors, employees, agents, controlling persons, advisors or other representatives (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) a material breach of the obligations of such Indemnified Person or any of such Indemnified Person’s affiliates under this Engagement Letter (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (iii) any Proceeding that does not involve an act or omission by you or any of your affiliates and that is brought by an Indemnified Person against any other Indemnified Person (other than an Underwriter under the Bridge Facility acting in its capacity as such). If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless, then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Person as a result of such action, loss, claim, damage, liability or expense in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, with respect to the transactions contemplated by the letter agreement to which this Annex A is attached or, if such allocation is determined by a court or arbitral tribunal to be unavailable, in such proportion as is appropriate to reflect other equitable considerations such as the relative fault of the Indemnifying Parties, on the one hand, and of the Indemnified Persons, on the other hand; *provided, however*, that, to the extent permitted by applicable law, the Indemnified Persons shall not be responsible for amounts which in the aggregate are in excess of the amount of all fees actually received or receivable by the Underwriter from the Indemnifying Parties in connection with the engagement. Relative benefits to the Indemnifying Parties, on the one hand, and to the Indemnified Persons, on the other hand, shall be deemed to be in the same proportion as (i) the total value received or proposed to be received by the Indemnifying Parties in connection with any Offering (as defined in the letter agreement to which this Annex A is attached), whether or not consummated, bears to (ii) all fees actually received by the Underwriter in connection with the letter agreement to which this Annex A is attached. Relative fault shall be determined, in the case of actions, losses, claims, damages, liabilities or expenses arising out of or based on any untrue statement or any alleged untrue statement of a material fact or omission or alleged omission to state a material fact, by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Indemnifying Parties to the Underwriter and the parties’ relative intent,

knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The indemnity, reimbursement and contribution obligations of the Indemnifying Party under this Annex A shall be in addition to any liability that the Indemnifying Party may otherwise have to an Indemnified Person and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnifying Party and any Indemnified Person.

Promptly after receipt by an Indemnified Person of notice of the commencement of any Proceedings, such Indemnified Person will, if a claim is to be made hereunder against the Indemnifying Party in respect thereof, notify the Indemnifying Party in writing of the commencement thereof; *provided* that the omission so to notify the Indemnifying Party will not relieve it from any liability that it may have hereunder except to the extent it has been materially prejudiced by such failure. In case any such Proceedings are brought against any Indemnified Person and it notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate therein and, to the extent that it may elect by written notice delivered to such Indemnified Person, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Person; *provided* that if the defendants in any such Proceedings include both such Indemnified Person and the Indemnifying Party and such Indemnified Person shall have concluded (based on the advice of counsel) that there may be legal defenses available to it that are different from or additional to those available to the Indemnifying Party, such Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Proceedings on behalf of such Indemnified Person. Upon receipt of notice from the Indemnifying Party to such Indemnified Person of its election so to assume the defense of such Proceedings and approval by such Indemnified Person of counsel, the Indemnifying Party shall not be liable to such Indemnified Person for expenses subsequently incurred by such Indemnified Person in connection with the defense thereof (other than reasonable costs of investigation) unless (i) such Indemnified Person shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the preceding sentence (it being understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one separate counsel (in addition to local counsel), approved by the Underwriter, representing the Indemnified Persons who are parties to such Proceedings), (ii) the Indemnifying Party shall not have employed counsel reasonably satisfactory to such Indemnified Person to represent such Indemnified Person within a reasonable time after notice of commencement of the Proceedings or (iii) the Indemnifying Party shall have authorized in writing the employment of counsel for such Indemnified Person; and except that, if clause (i) or (iii) is applicable, such liability shall be only in respect of the counsel referred to in such clause (i) or (iii).

The Indemnifying Party shall not be liable for any settlement of any Proceedings effected without its consent (which consent shall not be unreasonably withheld), but if settled with its written consent or if there is a final judgment for the plaintiff in any such Proceedings, the Indemnifying Party agrees to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and reasonable and documented out-of-pocket expenses by reason of such settlement or judgment in accordance with the preceding paragraph. If the Indemnifying Party has reimbursed any Indemnified Person for any legal or other expenses in accordance with such request and there is a final judicial or arbitral determination that the Indemnified Person was not entitled to indemnification or contribution rights with respect to such payment pursuant to this Annex, then the Indemnified Person shall promptly refund such amount. The Indemnifying Party shall not, without the prior written consent of an Indemnified Person (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (x) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject

matter of such Proceedings and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

The foregoing shall be in addition to any rights that the Indemnified Persons may have at common law or otherwise. The provisions of this Annex A shall remain in full force and effect following the completion or termination of such engagement.

Capitalized terms used but not defined in this Annex A have the meanings assigned to such terms in the letter agreement to which this Annex A is attached.