

Interim Agency Fee to the Company (or as directed by the Company) on a *pro tanto temporis* basis.

4.2 Any refund due from the Interim Facility Agent or the Interim Security Agent under paragraph 4.1 above may be set-off against any agency or security agency fees due under the Long-term Financing Agreements.

4.3 Subject to paragraph 4.2 above, the Interim Agency Fee is non-refundable and non-creditable against other fees payable in connection with the Interim Facilities Agreement or the Long-term Financing Agreements.

5 Third parties

Except as otherwise expressly provided in this letter, the terms of this letter may be enforced only by a party to this letter and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded. The parties to this letter may amend this letter in writing without the consent of a third party.

6 Counterparts

This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

7 Governing Law

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any disputes in connection with this letter and any non-contractual obligation arising out of or in connection with it.

If you agree to the above, please countersign where indicated below.

[The remainder of this page is left intentionally blank]

Yours faithfully



For and on behalf of
BARCLAYS BANK PLC
as Interim Facility Agent



For and on behalf of
BARCLAYS BANK PLC
as Interim Security Agent

We hereby acknowledge and confirm our agreement to the terms of this Agency Fee Letter.

[REDACTED]

for and on behalf of
ZEUS US BIDCO, LLC
as the Company

Name: [REDACTED]

Title: [REDACTED]