

To: Triton Finco SARL (the *Company*)

From: Barclays Bank PLC (the *Interim Facility Agent*)

Barclays Bank PLC (the *Interim Security Agent*)

Date: 24 March 2019

Dear Sirs,

Project Triton – Interim Agency Fee Letter

1 Background

- 1.1 We refer to the interim facilities agreement dated on or about the date of this letter between, among others, the Company, the Interim Facility Agent and the Interim Security Agent (the *Interim Facilities Agreement*).
- 1.2 Terms defined in the Interim Facilities Agreement have the same meaning in this letter unless otherwise defined.
- 1.3 This letter is the Interim Agency Fee Letter for the purposes of the Interim Facilities Agreement and is an Interim Finance Document.

2 Interim Agency Fees

- 2.1 In consideration of the Interim Facility Agent acting as Interim Facility Agent under the Interim Finance Documents, the Company shall pay (or procure the payment of) a quarterly fee of \$25,000 to the Interim Facility Agent (for its own account) (the *Interim Agency Fee*).

3 Payment of Interim Agency Fees

- 3.1 The Interim Agency Fees shall be due and payable on the Interim Closing Date.
- 3.2 No Interim Agency Fees shall be payable if the Interim Closing Date does not occur.

4 Adjustment

- 4.1 If the Interim Facility Agent is replaced or resigns as the Interim Facility Agent under the Interim Facilities Agreement, or if all Interim Commitments have been cancelled (including without limitation in connection with the entry into the Long-term Financing Agreements) and all amounts outstanding under the Interim Finance Documents have been repaid, the Interim Facility Agent will refund a portion of the Interim Agency Fee to the Company (or as directed by the Company) on a pro rata basis for the relevant period which the Interim Facility Agent is not the Interim Facility Agent under the Interim Facilities Agreement.

- 4.2 Any refund due from the Interim Facility Agent under paragraph 4.1 above may be set-off against any agency fees due under the Long-term Financing Agreements.
- 4.3 Subject to paragraphs 4.1 to 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 VAT

All amounts payable under this Interim Agency Fee Letter are exclusive of any VAT. If VAT is chargeable, the Company shall pay (or procure the payment of) the amount of the VAT at the same time as making the relevant fee payment.

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.

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 Interim Agency Fee Letter.

[Redacted]

for and on behalf of
Triton Finco SARL
as Company

Name: [Redacted]
Title: [Redacted]
Date: 24 March 2019