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CHFP041

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in black type or
bold block
lettering

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

** from Deed - MD*
Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

Name of company

Federal-Mogul Global Growth Limited

Date of creation of the charge

10 December 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

A Security Trust Deed (the "Deed") dated 10 December, 2007 among
Federal-Mogul Global Growth Limited as Mortgagor (the "Mortgagor"),
continued on continuation sheet 1 page 1

Amount secured by the mortgage or charge

Each and every obligation or liability which the Mortgagor may on 10
December 2007 or thereafter have to the Trustee or to any Beneficiary
under or pursuant to the Sale Agreement (as defined under "short
particulars of all the property mortgaged or charged" below) or the Deed
including the obligation of the Mortgagor to pay the Purchase Price (as
defined under "short particulars of all the property mortgaged or
charged" below) and to pay all other sums (whether of principal, interest
or otherwise) that may on 10 December 2007 or thereafter be due owing or
incurred by the Mortgagor to the Trustee or to any Beneficiary thereunder
or under the Deed (the "Secured Obligations")

Names and addresses of the mortgagees or persons entitled to the charge

Federal-Mogul (Continental European Operations) Limited as trustee for the
Beneficiaries, Manchester International Office Centre, Styal Road, Manchester

Postcode M22 5TN

Presenter's name, address and
reference (if any)

Attn Kendra James-Booth
Sidley Austin LLP
25 Basinghall Street
London
EC2V 5HA
LKH/KJB 21202-30310

Time critical reference

For official use (02/2006)
Mortgage Section

Post room

WEDNESDAY



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LD4 19/12/2007 132

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Capitalised terms shall have the meaning set out under the heading "Definitions" below

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Pursuant to clause 3.1 of the Deed the Mortgagor with full title guarantee assigns and agrees to assign to the Trustee for the benefit of the Trustee and the Beneficiaries, all of the Mortgagor's right, title and interest (present and/or future) in and to (i) the Sale Agreement and all rights and remedies of the Mortgagor thereunder, and (ii) the Specified Part of the G2 Note (together with all rights and claims of the Mortgagor in relation to the Specified Part of the G2 Note) and the rights to receive all payments made or to be made in respect of the Specified Part of the G2 Note referable to any period after 1 January 2007 and all rights and remedies of the Mortgagor as Lender under the Specified Part of the G2 Note, in each case to hold unto the Trustee absolutely subject to redemption as provided for by Clause 4 of the Deed

Please complete legibly, preferably in black type or bold block lettering

continued on continuation sheet 1 page 4

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Particulars as to commission allowance or discount (note 3)

Signed **SIDLEY AUSTIN LLP**

Date 19 December 2007

On behalf of [company] [~~mortgagee/chargee~~][†]

[†] Delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

3154611

Please complete
legibly, preferably
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bold block lettering

Name of company

Federal-Mogul Global Growth Limited

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

and Federal-Mogul (Continental European Operations) Limited ("**FM(CEO)L**")
as Trustee (the "**Trustee**"), and FM(CEO)L and Federal-Mogul Finance 2 LLC
together as beneficiaries (the "**Beneficiaries**").

Negative Pledge

Pursuant to clause 7.1 of the Deed the Mortgagor thereby undertakes to the Trustee for the benefit of the Trustee and the Beneficiaries that
(a) it will not during the subsistence of the Security create or agree to create or permit to subsist any Encumbrance on or over all or any part of the Mortgaged Property.

(b) it will not during the subsistence of this Security sell, transfer, lease, lend or otherwise dispose of, or cease to exercise direct control over, the whole or any part of the Mortgaged Property

Definitions

"Encumbrance" means a mortgage, charge, pledge, lien or any other encumbrance or security interest of any kind (other than a lien arising in the ordinary course of business by operation of law) or any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect.

"G2 Note" means the agreement dated 8 July 1998 made between Federal-Mogul Holding Deutschland GmbH and T&N International Limited relating to a loan having a face value of DM611,020,588.

"Lender" means in relation to the G2 Note, or any part thereof, the Person or Persons for the time being holding the rights of the "Lender" thereunder

"Mortgaged Property" means, subject to any contrary indication, the property and assets of the Mortgagor from time to time assigned or agreed to be assigned to the Trustee by or pursuant to the Deed

"Sale Agreement" means the Larger German Note - Agreement for Sale of 28.09% of Note dated 10 December 2007 made between FM(CEO)L, the Mortgagor and US LLC 2 under which inter alia FM(CEO)L sold and assigned and the Mortgagor purchased and took an assignment of the Specified Part of the G2 Note

"Security" means the security from time to time constituted by or pursuant to the Deed

"Specified Part" shall mean 28.09% of the G2 Note

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 03454611

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY TRUST DEED DATED THE 10th DECEMBER 2007 AND CREATED BY FEDERAL-MOGUL GLOBAL GROWTH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FEDERAL-MOGUL (CONTINENTAL EUROPEAN OPERATIONS) LIMITED, AS TRUSTEE FOR THE BENEFICIARIES OR TO ANY BENEFICIARY UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th DECEMBER 2007

P. Ceri



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES