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CHFP041

COMPANIES FORM No. 395

042605/13

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.

Please do not
write in
this margin

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

* Insert full name
of company

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

2

3454611

Name of company

*Federal-Mogul Global Growth Limited

Date of creation of the charge

13 December 2007

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

Deed of Assignment by way of Security (the "Deed") dated 13 December 2007 and made between Federal-Mogul Global Growth 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 13 December 2007 or thereafter have to the Trustee or to FM(CEO)L under or pursuant to the First Sale Agreement (as defined in "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 in the First Sale Agreement) and to pay all other sums (whether of principal, interest or otherwise) that may on 13 December 2007 or thereafter be due owing or incurred by the Mortgagor to the Trustee or to FM(CEO)L 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 Manchester International Office
Centre, Styal Road, Manchester (as trustee for the Beneficiary) benefit for itself and the
beneficiary

Postcode M22 5TN

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

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

Time critical reference

For official use (02/2006)
Mortgage Section

Post room

THURSDAY



LUNCCVN8

LD3

20/12/2007

166

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

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

Pursuant to clause 3.1 of the Deed the Mortgagor assigns by way of first fixed continuing security to and in favour of the Trustee for the benefit of the Trustee and FM(CEO)L all of the Mortgagor's right, title and interest (present and/or future) in, under and to (1) the Second Sale Agreement and all rights and remedies of the Mortgagor thereunder, including the right to payment of the outstanding Purchase Price (as defined in the First Sale Agreement) and all interest now or at any time thereafter due or to become due or in respect thereof, and (11) the Deed of Mortgage, in each case to hold unto the Trustee absolutely subject to redemption as provided for by Clause 4 of the Deed

continued on continuation sheet 1 page 4

Please do not write in this margin

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

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 20 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 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 situated 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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margin

Particulars of a mortgage or charge (continued)

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

Company number

3454611

Please complete
legibly, preferably
in black type, or
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 and Beneficiary (the "Trustee" and the "Beneficiary")

Amount due or owing on the mortgage or charge (continued)

Please do not
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Please complete
legibly, preferably
in black type, or
bold block
lettering

Please do not write in this margin **Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

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

Date	Time	Location	Weather	Wind	Temp	Humidity	Pressure	Remarks
1901	1901	1901	1901	1901	1901	1901	1901	1901
1902	1902	1902	1902	1902	1902	1902	1902	1902
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1904	1904	1904	1904	1904	1904	1904	1904	1904
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1906	1906	1906	1906	1906	1906	1906	1906	1906
1907	1907	1907	1907	1907	1907	1907	1907	1907
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1909	1909	1909	1909	1909	1909	1909	1909	1909
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1911	1911	1911	1911	1911	1911	1911	1911	1911
1912	1912	1912	1912	1912	1912	1912	1912	1912
1913	1913	1913	1913	1913	1913	1913	1913	1913
1914	1914	1914	1914	1914	1914	1914	1914	1914
1915	1915	1915	1915	1915	1915	1915		

Negative Pledge

Pursuant to clause 7 1 of the Deed the Mortgagor 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 the 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.

"**First Sale Agreement**" means the Larger German Note-Agreement for Sale of 28.09% of the Note dated 10 December 2007 and made between FM(CEO)L, Federal-Mogul Global Growth Limited, and Federal-Mogul Finance 2, LLC

"**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

"**Second Sale Agreement**" means the Larger German Note-Agreement for Sale of 28.09% of the Note and Assignment of Purchase Price dated 13 December 2007 and made between FM(CEO)L, Federal-Mogul Global Growth Limited, and Federal-Mogul Finance 2, LLC.

"**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

FILE COPY



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 DEED OF ASSIGNMENT BY WAY OF SECURITY DATED THE 13th 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 BENEFICIARY) BENEFIT FOR ITSELF AND THE BENEFICIARY OR TO FM(CEO)L 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 20th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th DECEMBER 2007

A handwritten signature in black ink, appearing to be 'R. G.' or similar, written in a cursive style.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES