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Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

For official use

Company number

3737094

Name of company

* FORMULA ONE ADMINISTRATION LIMITED (the "Company")

Date of creation of the charge

6 July 2007

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

RESTATEMENT AGREEMENT dated 6 July 2007 between, amongst others, the Company and the Security Agent (the "Restatement Agreement")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company, A3 Charging Company or any other Obligor under the Restated Senior Facilities Agreement (other than in respect of Facility C) or any other Finance Document in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (the "Indebtedness")

Continued on Addendum 2/4

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

THE ROYAL BANK OF SCOTLAND PLC, 5th Floor, 135 Bishopsgate, London, as security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode EC2M 3UR

Presentor's name address and
reference (if any)

Ashurst
Broadwalk House
5 Appold Street
London
EC2A 2HA

RZF/NPB/R546 00697/4371974

Time critical reference

For official Use (06/2005)

Mortgage Section

| Post room



1 SECURITY CONFIRMATION

By clause 6.1 of the Restatement Agreement the Company has confirmed (among other things) that all security granted by the Company pursuant to the Transaction Security Documents (including the security granted by the Debenture which includes security granted by the Company over (among other things) shares in subsidiaries, investments, book debts, intra group debts, monies standing to the credit of its accounts, certain agreements and a floating charge over all its assets not charged by way of fixed charge or specifically assigned by way of security under the Debenture) secures the Indebtedness as modified Restatement Agreement and accordingly now secures also Additional Facility D and Facility B3 subject only to the limitations recorded in clauses 23.12 (Guarantee Limitations) of the Restated Senior Facilities Agreement

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Admoot

Date

17 July 2007

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

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

† 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 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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

Name of company

* Insert full name
of Company

* FORMULA ONE ADMINISTRATION LIMITED (the "Company")

Addendum 1/4

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

Addendum 2/4

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

In this form

"A3 Charging Companies" means "A3 Charging Companies" as defined in the Debenture,

"Additional Facility D" means "Additional Facility D" as defined in the Restated Senior Facilities Agreement;

"Alpha D2" means Alpha D2 Limited, a company incorporated in England and Wales with registered number 5613175,

"Charging Companies" means "Charging Companies" as defined in the Debenture,

"Debenture" means the debenture dated 24 November 2006 to which the Company and the other Charging Companies are party,

"Facility B3" means the term loan facility made available under the Restated Senior Facilities Agreement as described in clause 2 1(a)(ii)(C) (The Facilities) of the Restated Senior Facilities Agreement,

"Facility C" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2 1 (a)(iii) (The Facilities) of the Senior Facilities Agreement,

"Finance Documents" means the Senior Finance Documents (as defined in the Senior Facilities Agreement and which include the Restated Senior Facilities Agreement),

"Finance Parties" means the Senior Finance Parties,

"Intercreditor Agreement" means "Intercreditor Agreement" as defined in the Senior Facilities Agreement,

"Obligor" means the companies listed in schedule 1 to the Restatement Agreement, as set out in schedule 1 hereto, as existing Borrowers and Guarantors (each as defined in the Senior Facilities Agreement),

"Restated Senior Facilities Agreement" means the Senior Facilities Agreement as amended and restated in accordance with the Restatement Agreement, including by the addition of Additional Facility D and Facility B3 and now recording facilities of \$2,920,000,000 plus the US\$ equivalent of €43,000,000,

"Secured Parties" means each Senior Finance Party, any Receiver or Delegate (each as defined in the Senior Facilities Agreement), and includes the lenders under the Restated Senior Facilities Agreement,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Senior Debt" means "Senior Debt" as defined in the Intercreditor Agreement,

"Senior Facilities Agreement" means the senior facilities agreement dated 21 November 2006 (as amended and restated on 12 January 2007) under which the Lenders (as defined in the Senior Facilities Agreement) made available to Alpha D2 and certain other Borrowers (as defined in the Senior Facilities Agreement) a \$2,570,000,000 facility,

"Senior Finance Party" means "Senior Finance Party" as defined in the Senior Facilities Agreement,

Name of company

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"Transaction Security Documents" means "Transaction Security Documents" as defined in the Senior Facilities Agreement;

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03737094

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A RESTATEMENT AGREEMENT DATED THE 6th JULY 2007 AND CREATED BY FORMULA ONE ADMINISTRATION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING COMPANY A3 CHARGING COMPANY OR ANY OTHER OBLIGOR TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER 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 21st JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th JULY 2007

Angela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES