

CONSULTANCY AGREEMENT

From : Bayerische Landesbank and Bambino Holdings Limited
Hereinafter "Owner "

To : Bernard Charles Ecclestone
Hereinafter "Consultant"

Dated : 15th November 2005

1. The Owner owns the Property, details of which are set out in the Schedule, and may be interested in selling the Property.
2. The Consultant has been advising the Owner on a strategy for the sale of the Property and in his capacity as Consultant has advised on possible terms of sale. The Consultant has advised that the Purchaser (referred to in the Schedule) may be interested in purchasing the Property.
3. The Consultant agrees that it has no authority to bind the Owner nor will purport to exercise any nor to make any agreement on behalf of or otherwise commit the Owner to any arrangement in respect of the Property or otherwise.
4. Any decision relating to the sale of the Property will be made by the Owner in its absolute discretion. For the avoidance of doubt, the Owner shall have no obligation to sell the Property to the Purchaser or any other party.
5. The Consultant has unique expertise and in consequence the Purchaser will not purchase the Property without the benefit of the services of the Consultant.
6. The Consultant agrees with Owner that he will in the course of providing consulting services take an active role in the negotiations to purchase the Property and will accept obligations to refrain from pursuing or exercising any business activity specified by the Purchaser.
7. In the event of the Purchaser contracting to purchase the Property and completing the purchase of the Property on the agreed basis, then the Owner shall pay to the Consultant out of the proceeds of sale of the Property as and when received by the Owner, an amount equal to 5 % of the consideration received by the Owner from the disposal of its interest in the Property.

8. All expenses incurred by the Consultant in acting as Consultant and otherwise performing the terms of this agreement shall be for the account of the Consultant.
9. The Consultant shall at all times keep confidential any information received by him in connection with this agreement (including details of any proposed or actual sale of the Property), and shall at no time make any statement concerning a proposed or any actual sale of the Property unless previously approved in writing by the Owner. This provision shall remain in force notwithstanding the termination of the agreement.
10. The obligations of the Owner are several and shall be limited to that percentage of the fee specified in the Schedule against the several names of the Owner.
11. This agreement shall be governed by and construed in accordance with English law. Any dispute or difference between the parties in connection with this agreement shall be settled under the Rules of Conciliation and Arbitration of the International Chamber of commerce by a sole arbitrator ("Arbitrator").
 - 11.1 The arbitration shall be held in Geneva
 - 11.2 The Arbitrator shall be appointed by the parties or, failing agreement, by the Vice President for the time being of the Law Society of England and Wales.
 - 11.3 If either party fails to comply with any procedural order made by the Arbitrator, the Arbitrator shall have power to proceed in the absence of that party and deliver the award.
12. This agreement is subject to the formal approval of the Board of Directors of Bayerische Landesbank.

SCHEDULE

Part 1

The property means the 25 % of the equity of SLEC Holding Limited comprising 8967 B ordinary shares held by Bambino Holdings Limited and/or its nominees and 62.5% of the ordinary shares of Speed Investments Limited comprising 20909 ordinary shares held by Bayerische Landesbank .

Part 2

The Purchaser means CVC European Equity Partners or such company as may be nominated by CVC.

Part 3

The Bambino specified percentage means 34.9 % of the fee.

The Bayerische Landesbank specified percentage means 65.1 % of the fee.


Signed by G. Gribkowsky
for Bayerische Landesbank

Signed by _____ for
Bambino Holdings Limited


Agreed by B.C Ecclestone