

# MG01

## Particulars of a mortgage or charge



702059/13

**A fee is payable with this form.**  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

**What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

**What this form is NOT for**  
You cannot use this form to reg  
particulars of a charge for a Sc  
company To do this, please us  
form MG01s

FRIDAY



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\*APILGQLT\*  
COMPANIES HOUSE  
FOR OFFICIAL USE

### 1 Company details

Company number	0	1	8	0	6	3	3	7
Company name in full	Lotus Renault GP Limited (the "Company")							

5  
→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation	d2	d1	m1	m2	y2	y0	y1	y0
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### 3 Description

Description	5	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'
A debenture, dated 21 December 2010 (the "Debenture"), between Lotus Renault GP Limited as Company and AB Bank Snoras as Lender (the "Lender")		

### 4 Amount secured

Amount secured	£ 10	Please give us details of the amount secured by the mortgage or charge
The Company has agreed that it shall, on demand of the Lender discharge all obligations owing to the Lender by the Company under the Promissory Note and the Security Documents from time to time including any liability in respect of any further advances, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) provided that neither such covenant nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "Secured Obligations")		
Please see continuation sheet for all defined terms used herein		

**Continuation page**  
Please use a continuation page if  
you need to enter more details

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page  
Please use a continuation page if you need to enter more details

Name	AB Bank Snoras							
Address	a Vivulskio Str 7							
	Vilnius, Lithuania							
Postcode	L	T	-	0	3	3	2	1
Name								
Address								
Postcode								

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page  
Please use a continuation page if you need to enter more details

Short particulars

- 1 **PAYMENT OF SECURED OBLIGATIONS**
  - 1 1 **Covenant to Pay**  
The Company has agreed that it shall on demand of the Lender discharge all obligations owing to the Lender by the Company under the Promissory Note and the Security Documents from time to time including any liability in respect of any further advances, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) provided that neither such covenant nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law
  - 1 2 **Interest on Demand**  
If the Company fails to pay any sum on the due date for payment of that sum the Company shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of Clause 4 (*Late Fees*) of the Promissory Note
- 2 **FIXED AND FLOATING CHARGE**
  - 2 1 **Fixed Charge**  
The Company charges with full title guarantee in favour of the Lender with the payment and discharge of the Secured Obligations, by way of first fixed charge the Personal Chattels

Please see continuation sheet

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 2 **Floating Charge**

The Company charges by way of first floating charge its right, title and interest in and to all Personal Chattels both present and future to the extent not effectively charged under Clause 3 1 (*Fixed Charge*) of the Debenture including any Personal Chattels comprised within a Charge which is reconverted under Clause 3 6 (*Reconversion*) of the Debenture

3 **FURTHER ASSURANCE**

3 1 **Further Assurance**

The Company has agreed that it shall, at the request of the Lender and at the Company's cost, forthwith do all acts and things and execute in favour of the Lender, or as it may direct, such further or other legal assignments, transfers, mortgages, charges, securities and other deeds and documents as the Lender may reasonably require, in such form as the Lender may reasonably require, in order to

3 1 1 protect, preserve, perfect or improve the security intended to be conferred on the Lender by or pursuant to the Debenture,

3 1 2 to facilitate the realisation of all or any of the Charged Property and exercise all of the rights and powers conferred on the Lender, any Receiver or any delegate or either of the same for the purpose thereof or in connection therewith,

3 1 3 to facilitate the exercise of any and all rights, powers, authorities and discretions intended to be vested in the Lender, or any Receiver by or pursuant to the Debenture, or

3 1 4 to facilitate the realisation of any Security, fixed charge or assignment after such Security or security interest has become enforceable or the exercise of any right, power or discretion in relation to any Charged Property vested in the Lender, any Receiver or any delegate upon such enforcement

4 **NEGATIVE PLEDGE AND DISPOSALS**

4 1 **Negative Pledge**

The Company undertakes that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security Interest over all or any part of the Charged Property other than Security Interest permitted under the Promissory Note

4 2 **No Disposal of Interests**

The Company undertakes that it shall not (and shall not agree to) at any time during the subsistence of the Debenture, except as permitted under the Promissory Note (or to use the proceeds to discharge its obligations under the Promissory Note,) or by this Clause 4 or in the ordinary course of business

4 2 1 execute any conveyance, transfer, lease or assignment of, or other right to use or

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

occupy, all or any part of the Charged Property, or

4 2 2 create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property

In this form MG01, the following are defined

"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Lender by or pursuant to the Debenture

"Collateral Rights" means all rights, powers and remedies of the Lender provided by or pursuant to the Debenture or by law

"Event of Default" has the meaning given to it in the Promissory Note

"First Debenture" means the debenture between the Company in favour of the Lender dated 14 September 2010

"Fixtures" means trade and other fixtures and fittings and fixed plant, machinery and apparatus

"Personal Chattels" means equipment, plant, machinery, tools, computers, vehicles, goods and other tangible moveable property and chattels (including all spare parts, replacements, modifications and additions thereto) but not Fixtures on Real Property charged pursuant to the First Debenture

"Promissory Note" means the promissory note dated 14 September 2010 made between the Company and the Lender as amended, varied, novated or supplemented from time to time

"Real Property" means

(a) any freehold, leasehold or immovable property, and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, and includes all Related Rights

"Related Rights" means, in relation to any asset

(a) the proceeds of sale of any part of that asset,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees,

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

indemnities or covenants for title in respect of that asset, and

(d) any monies and proceeds paid or payable in respect of that asset

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment

"Security" has the meaning given to it in the Promissory Note

"Security Documents" means the First Debenture, the Mortgage (as defined in the First Debenture)

"Security Interest" 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

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## Particulars of a mortgage or charge

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

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### Signature

Please sign the form here

Signature

Signature

X

*Brian McCutcheon (Director) Ltd*

X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge

### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Azadeh Zabeti

Company name  
Bingham McCutchen (London)  
LLP

Address 41 Lothbury

Post town London

County/Region London

Postcode E C 2 R 7 H F

Country England

DX

Telephone 0207-661-5300

### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee

### Important information

**Please note that all information on this form will appear on the public record**

### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge**

Make cheques or postal orders payable to 'Companies House'

### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland.**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



P.

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 1806337  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 21  
DECEMBER 2010 AND CREATED BY LOTUS RENAULT GP  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO AB BANK SNORAS ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 7 JANUARY  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JANUARY  
2011

