

**RENAULT F1 TEAM LIMITED**  
(the "Company")

MEMBERS' WRITTEN RESOLUTION PURSUANT TO SECTION 283(2) OF THE COMPANIES  
ACT 2006 (the "Act")

14 December 2010 (the "Circulation Date")

Passed 14 December 2010

We, the undersigned, being the sole holder of the entire issued share capital of the Company entitling the holder to attend and vote at general meetings of the Company **hereby resolve** in accordance with Chapter 2 of Part 13 of the Companies Act 2006 that the below resolutions are passed as special resolutions

**SPECIAL RESOLUTIONS**

- 1 **THAT** the name of the Company be changed to "Lotus Renault GP Limited"
- 2 **THAT** the articles of association attached hereto at Exhibit A be and are adopted as the new articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company

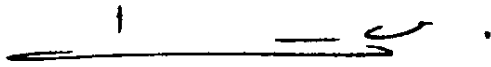


Company Number 01806337

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the above resolutions (the "Resolutions")

The undersigned, being the eligible members of the Company and entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions



For and on behalf of  
**Gravity Racing International S A.**



For and on behalf of  
**Gravity Racing International S.A.**  
as attorney for **Grigny (UK) Limited**  
under a power of attorney dated 6 December  
2010

**NOTES**

- 1 If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning a copy of it to the Company
  - (a) **by fax:** faxing the signed copy to fax number 020 7851 6100 marked "For the attention of Ruth Grigor", or
  - (b) **by email** by attaching a scanned copy of the signed document to an email and sending it to [rgrigor@brownrudnick.com](mailto:rgrigor@brownrudnick.com) Please enter "RF1 Resolutions" in the email subject box

**Please then deliver the original signed copy**

- (c) **by hand** delivering the signed copy to Ruth Grigor at 8 Clifford Street, London W1S 2LQ, or
  - (d) **by post** returning the signed copy by post to Ruth Grigor at 8 Clifford Street, London W1S 2LQ
- 2 If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 4 Unless, within 28 days of the Circulation Date, sufficient agreement has been received from the required majority of eligible members for the Resolution to be passed, it will lapse If you agree to the Resolutions, please ensure that your agreement reaches us on or before this date
- 5 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a certified copy of the relevant power of attorney or authority when returning this document

**The Companies Act 2006**  
**Articles of Association**  
**of**  
**Lotus Renault GP Limited**  
**(the "Company")**

**1 Application of Model Articles**

The Model Articles, save as excluded or varied by or inconsistent with these articles, shall apply to the Company and together with these articles shall constitute the articles of association of the Company

**2 Defined terms and interpretation**

2 1 In these articles, unless the context otherwise requires

**Act** means the Companies Act 2006,

**Business Day** means any day (other than a Saturday, Sunday or public holiday) which banks in the City of London are open for business,

**call** has the meaning given in paragraph 26,

**call notice** has the meaning given in paragraph 26,

**Company's lien** has the meaning given in paragraph 24,

**eligible director** means a director who would be entitled to vote on a matter were it proposed as a resolution at a directors' meeting,

**lien enforcement notice** has the meaning given in paragraph 25,

**Model Articles** means the model articles for private companies limited by shares contained in the Companies (Model Articles) Regulations 2008 (as amended before the date of adoption of these articles),

**partly paid** in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company

2 2 Unless the context otherwise requires, in these articles, words and expressions

(a) shall have the same meaning as in the Model Articles, and

(b) subject to that, shall have the same meaning as in the Act as in force on the date when these articles become binding on the Company

2 3 A reference in these articles to an "article" is a reference to the relevant article of these articles unless expressly provided otherwise

### 3 Unanimous decisions

In article 8(2) of the Model Articles the words "one or more" shall be inserted immediately before "copies" Article 8(3) of the Model Articles shall be deleted

### 4 Quorum for directors' meetings

4 1 The quorum for directors' meetings may be fixed from time to time by a decision of the directors and, unless it is otherwise fixed, it is two (subject to paragraph 4 2 below) Article 11 (2) of the Model Articles shall not apply to the Company

4 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 5 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for that meeting (or part of a meeting) shall be one eligible director

### 5 Conflict situations

5 1 The directors may authorise any matter or situation which would, if not authorised, be an infringement by that director of his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company

5 2 Any authorisation under this article may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised

5 3 Any authorisation under this article is effective only if

- (a) the matter or situation in question has been proposed by a director for consideration at a meeting of directors in accordance with the board's normal procedures or in such other manner as the directors may approve,
- (b) any requirement as to the quorum at the meeting of the directors at which the matter or situation is considered is met without counting the director in question or any other interested director (together the **Interested Directors**), and
- (c) the matter or situation was agreed to without the Interested Directors voting or would have been agreed to if their votes had not been counted

5 4 Any authorisation of a conflict under this article may

- (a) be subject to such terms and for such duration or impose such limits or conditions as the directors may determine whether at the time the authorisation is given or subsequently, and
- (b) be terminated or varied by the directors at any time

5 5 Where the directors authorise a conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the conflict,
- (b) is not given any documents of other information relating to the conflict, and

- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the conflict or otherwise participate in any decision relating to the conflict

5 6 Where the directors authorise a conflict

- (a) the director must conduct himself in accordance with any terms imposed by the director in relation to the conflict, and
- (b) the director does not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of the authorisation

5 7 A director is not required, by reason of his office, to account to the Company for any remuneration, profit or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from a matter or situation authorised under this article, subject in each case to any terms, limits or conditions attaching to that authorisation. No transaction or arrangement is liable to be avoided on such grounds.

5 8 If a matter or situation is authorised pursuant to this article the director is not required to

- (a) disclose to the Company any confidential information received by him (other than by virtue of his position as director of the Company) relating to that matter or situation, or
- (b) use that information in relation to the Company's affairs,

if to do so would result in a breach of a duty of confidence owed by him to another person in relation to that matter or situation.

5 9 A director does not require authorisation by the directors under this article in respect of any actual or potential conflict which may reasonably be expected to arise by reason only of that director also being a director of another group undertaking (as defined in section 1161(5) of the Act). A director is not to be regarded as infringing his duty under section 175 of the Act as a result of the lack of such authorisation.

## 6 Transactions or other arrangements with the Company

6 1 A director must declare the nature and extent of his interests in a proposed or existing transaction or arrangement with the Company in accordance with section 177 or section 182 of the Act.

6 2 Provided he has complied with paragraph 6 1, a director

- (a) is to be counted as participating in the decision-making process (including for quorum and voting purposes) notwithstanding that it in any way concerns or relates to an actual or proposed transaction or arrangement in which he has, directly or indirectly, any kind of interest,
- (b) may be party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the Company or in which the Company is otherwise directly or indirectly interested, and
- (c) is not, except as he may otherwise agree, required to account to the Company for remuneration, profit or other benefit which he (or a person connected with him as

defined in section 252 of the Act) derives from any such transaction or arrangement, and no transaction or arrangement is be liable to be avoided on such grounds

6 3 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting

6 4 Subject to paragraph 6 5, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

6 5 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

6 6 Article 14 of the Model Articles shall not apply to the Company

## **7 Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors (excluding alternate directors) shall not be subject to any maximum but shall be not less than two

## **8 Methods of appointing directors**

8 1 In addition to the methods specified in article 17(1) of the Model Articles, the shareholder or shareholders who at the relevant time hold a majority in nominal value of the shares in the Company which carry the right to vote may, by giving notice of appointment in writing to the Company, appoint any person who is willing to act as a director, and is permitted by law to do so, to be a director. Such appointment shall take effect on receipt by the Company of the notice or, if later, on the date specified in the notice

8 2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him have the right, by notice in writing, to appoint a person who is willing to act, and is permitted to do so, to be a director. Article 17(2) of the Model Articles shall not apply to the Company

## **9 Termination of director's appointment**

In addition to the circumstances specified in article 18 of the Model Articles, a person ceases to be a director as soon as the Company receives notice in writing of removal of that person as a director from the shareholder or shareholders who at the time hold a majority in nominal value of the shares in the Company which carry the right to vote

## **10 Appointment and removal of alternate directors**

10 1 Any director (the appointor) may appoint as an alternate any other director or any other person to

(a) exercise that director's powers, and

(b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor

10 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors

10 3 The notice must

(a) identify the proposed alternate, and

(b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

## **11 Rights and responsibilities of alternate directors**

11 1 An alternate director has the same rights, in relation to any directors' meeting or decision, as the alternate's appointor

11 2 Except as these articles of association specify otherwise, alternate directors

(a) are deemed for all purposes to be directors,

(b) are liable for their own acts and omissions,

(c) are subject to the same restrictions as their appointors, and

(d) are not deemed to be agents of or for their appointors

11 3 For the purposes of determining whether a quorum is participating

(a) a person who is an alternate director but not a director may be counted as participating only if that person's appointor is not participating, but no alternate may be counted as more than one director for such purposes, and

(b) a director who is also an alternate director does not count as more than one director

11 4 At a directors' meeting

(a) a person who is an alternate director but not a director has a vote on behalf of each appointor who is not participating in the meeting but would have been entitled to vote if they were participating in it, and

(b) a director who is also an alternate director has an additional vote on behalf of each appointor who is not participating in the meeting but would have been entitled to vote if they were participating in it

11 5 Where the directors take a unanimous decision in accordance with article 8 of the Model Articles a person who is an alternate director but not a director

(a) may participate in the decision only if his appointor is an eligible director in relation to that decision, but does not participate, and



(b) does not count as more than one director for such purposes

11 6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

## **12 Termination of alternate directorship**

An alternate director's appointment as an alternate terminates

(a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

(b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,

(c) on the death of the alternate's appointor, or

(d) when the alternate's appointor's appointment as a director terminates

## **13 Transmission of shares**

Nothing in these articles of association releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder

## **14 Transmittees bound by prior notices**

The words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," shall be inserted in Article 29 of the Model Articles immediately before the words "has been entered in the register of members "

## **15 Adjournment**

The sentence "If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved " shall be added as the final sentence of Article 41(1) of the Model Articles

## **16 Poll votes**

The sentence "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made " shall be added as the final sentence of Article 44(3) of the Model Articles

## **17 Content of proxy notices**

17 1 Article 45(1) of the Model Articles shall be amended by replacing paragraph (d) with the words "is delivered not less than 24 hours before the time appointed for the general meeting or adjourned meeting to which it relates to the Company in accordance with the articles and any instructions contained in the relevant notice of the general meeting "

17 2 The sentence "A proxy which is not delivered in such manner shall be invalid, unless the directors in their discretion accept the notice at any time before the meeting " shall be added as the final sentence of article 45(1) of the Model Articles

## **18 Delivery of proxy notices**

Any notice of a general meeting must specify the address or addresses at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form

## **19 Company secretary**

The directors may from time to time appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by the directors

## **20 Deemed receipt of documents and information**

20 1 Where the Company or a shareholder sends a document or information by post and the sender is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient

(a) two Business Days after it was posted, if posted by first class post to an address in the United Kingdom, and

(b) five Business Days after it was posted, if posted by international signed for post to an address outside the United Kingdom

20 2 Where the Company or a shareholder sends or supplies a document or information by fax and the sender is able to show that it was properly addressed and that a transmission report in respect thereof has been received, it is deemed to have been received by the intended recipient at the time of transmission

20 3 In calculating a period of hours for the purposes of this article, no account is to be taken of any part of a day that is not a working day

20 4 The words ", and for the specified time to be less than 48 hours" shall be removed from the end of article 48(3) of the Model Articles

## **21 Indemnity**

21 1 Subject to paragraph 21 2 the Company may indemnify

(a) any relevant director or any relevant secretary against any liability incurred by or attaching to that person in the actual or purported execution or discharge of his duties, the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office,

(b) any relevant director or any relevant secretary against any liability incurred by him in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act)

Where a director or any secretary is indemnified against a liability in accordance with this article, the indemnity may extend to all costs, charges, losses, expenses and liabilities incurred by him

21 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

21 3 Subject to the Act, the Company may

(a) provide a relevant director and any relevant secretary with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings referred to in section 205(1)(a)(i) of the Act or in connection with any application under the provisions mentioned in section 205(1)(a)(ii) of the Act, and

(b) do anything to enable that person to avoid incurring such expenditure,

but so that, in the case of a director, the terms set out in section 205(2) of the Act shall apply to any such provision of funds or other things done

21 4 In this article

(a) companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

(b) a **relevant director** means any director or former director of the Company or an associated company, and a **relevant secretary** means any secretary or former secretary of the Company or an associated company

21 5 Article 52 of the Model Articles shall not apply to the Company

## 22 Insurance

22 1 Subject to the Act, the directors may purchase and maintain, at the expense of the Company, insurance against any relevant liability for the benefit of any person who is or has at any time been a relevant officer

22 2 In this article

(a) **relevant officer** means

(i) a director or secretary or employee of the Company or an associated company or of any predecessor in business of the Company or an associated company, or

(ii) a trustee of any employees' share scheme, pension fund or retirement, death or disability scheme for the benefit of any employee of the Company or associated company or of any predecessor in business of the Company or an associated company,

(b) **relevant liability** means any liability incurred by a relevant officer in respect of any act or omission in the actual or purported discharge or his duties as a relevant officer or in the exercise or purposed exercise of his powers as a relevant officer or otherwise as a relevant officer,

- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

22 3 Article 53 of the Model Articles shall not apply to the Company

### **23 Partly paid shares**

Article 21 of the Model Articles shall not apply to the Company

### **24 Company's lien over shares**

24 1 The Company has a lien over every share which is partly paid for any part of

- (a) that share's nominal value, and
- (b) any premium at which it was issued,

which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it

A lien which the Company has by virtue of this article is referred to in the articles as **the Company's lien**

24 2 The Company's lien over a share

- (a) takes priority over any third party's interest in that share, and
- (b) extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share

24 3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part

### **25 Enforcement of the Company's lien**

25 1 Subject to the provisions of this article, if

- (a) a lien enforcement notice has been given in respect of a share, and
- (b) the person to whom the notice was given has failed to comply with it,
- (c) the Company may sell that share in such manner as the directors decide

25 2 A lien enforcement notice

- (a) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- (b) must specify the share concerned,
- (c) must require payment of the sum payable within 14 days of the notice,

- (d) must be addressed either to the holder of the share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise, and
- (e) must state the Company's intention to sell the share if the notice is not complied with

25 3 Where shares are sold under this article

- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

25 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
- (b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice

25 5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (if any) and that a share has been sold to satisfy the Company's lien on a specified date

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
- (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

**26 Call notices**

26 1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (**call notice**) to a member requiring the member to pay the Company a specified sum of money (**a call**) which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice

26 2 A call notice

- (a) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium),
- (b) must state when and how any call to which it relates is to be paid, and
- (c) may permit or require the call to be paid by instalments

26 3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent

26 4 Before the Company has received any call due under a call notice the directors may

(a) revoke it wholly or in part, or

(b) specify a later time for payment than is specified in the notice,

by a further notice in writing to the member in respect of whose shares the call is made

## **27 Liability to pay calls**

27 1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid

27 2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share

27 3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them

(a) to pay calls which are not the same, or

(b) to pay calls at different times

## **28 When call notice need not be issued**

28 1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share (whether in respect of nominal value or premium)

(a) on allotment,

(b) on the occurrence of a particular event, or

(c) on a date fixed by or in accordance with the terms of issue

28 2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

## **29 Share transfers**

29 1 Article 26 of the Model Articles shall not apply to the Company

29 2 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of

(a) the transferor, and

(b) (if any of the shares is partly paid) the transferee



**FILE COPY**

**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 1806337

The Registrar of Companies for England and Wales hereby certifies that  
under the Companies Act 2006:

**RENAULT F1 TEAM LIMITED**

a company incorporated as private limited by shares; having its registered  
office situated in England/Wales; has changed its name to:

**LOTUS RENAULT GP LIMITED**

Given at Companies House on **16th December 2010**



*Companies House*  
— *on the record* —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES