

# MR04

## Statement of satisfaction in full or in part of a charge



Companies House

You can use the **WebFiling** service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**What this form is for**  
You may use this form to register  
a statement of satisfaction in full  
or in part of a mortgage or charge  
against a company

**What this form is NOT for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage  
charge against an LLP. Use  
LL MR04

WEDNESDAY



A22 \*A4KG6RXV\* #151  
COMPANIES HOUSE

### 1 Company details

Company number 0 1 8 0 6 3 3 7

Company name in full Lotus F1 Team Limited (the "Company")

3

→ Filing in this form  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation

When was the charge created?

→ Before 06/04/2013 Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B and Part C**

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge

Charge creation date d 1 4 m 0 9 y 2 0 y 1 0

### A2 Charge number

Please give the charge number This can be found on the certificate

Charge number\* 3

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description A debenture, dated 14 September 2010, between Lotus F1 Team  
Limited (previously known as Renault F1 Team Limited) as  
Company and AB Bank Snoras, as Lender (the "Debenture")

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

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**A4** Short particulars of the property or undertaking charged

Short particulars	<p>Please give the short particulars of the property or undertaking charged</p> <p>Please see below for all defined terms used herein</p> <p>1 PAYMENT OF SECURE OBLIGATIONS</p> <p>1 1 Covenant to Pay</p> <p>The Company 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 further advances, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principle or as surety in some other capacity) provided that neither such covenant nor the security constituted by this Debenture or any Mortgage 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</p>	<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>
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**Part B** Charges created on or after 06/04/2013

**B1** Charge code

Charge code <sup>1</sup>	<p>Please give the charge code. This can be found on the certificate</p> <p><input type="text"/><input type="text"/><input type="text"/><input type="text"/> - <input type="text"/><input type="text"/><input type="text"/><input type="text"/> - <input type="text"/><input type="text"/><input type="text"/><input type="text"/></p>	<p><sup>1</sup> <b>Charge code</b> This is the unique reference code allocated by the registrar</p>
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## Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

#### 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 CHARGE

##### 2 1 Fixed Charge

The Company has charged with full title guarantee in favour of the Lender with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) (subject to obtaining any necessary consent to that mortgage or fixed charge from any third party) the Real Property, subject only to those encumbrances which exist over the Real Property as at the date of execution of the Debenture but only to the extent that the Company was not aware of such encumbrances at that time

#### 3 PERFECTION OF SECURITY

##### 3 1 Real Property Delivery of Documents of Title

The Company has agreed upon the execution of the Debenture, and upon the acquisition by the Company of any interest in any freehold, leasehold, or other immovable property, to deliver (or procure delivery) to the Lender of, and the Lender shall be entitled to hold and retain, all deeds, certificates and other documents constituting or evidencing title relating to such property

##### 3 2 Note of Mortgage

In the case of any Real Property, title to which will be registered under the Land Registration Act 2002, acquired by or on behalf of the Company after the execution of the Debenture, the Company has agreed that it shall promptly notify the Lender of the title number (s) and contemporaneously with the making of an application to the Land Registry for the registration of the Company as the Registered Proprietor of such property, apply to the Land Registry to enter an Agreed Notice of any Mortgage on the Charges Register of such Property

##### 3 3 Further Advances

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### Short particulars of the property or undertaking charged

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Short particulars

In the case of any Real Property, title to which will be registered under the Land Registration Act 2002, acquired by or on behalf of the Company after the execution of the Debenture, the Company has agreed that it shall promptly notify the Lender of the title number (s) and contemporaneously with the making of an application to the Land Registry for the registration of the Company as the Registered Proprietor of such property, apply to the Land Registry to enter an Agreed Notice of any Mortgage on the Charges Register of such Property

#### 3 3 Further Advances

3 3 1 Subject to the terms of the Promissory Note the Lender is under an obligation to make further advances to the Company and that obligation will be deemed to be incorporated into the Debenture as if set out in the Debenture

3 3 2 The Company consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Charged Property

#### 3 4 Application to the Land Registry

The Company has consented to an application being made to enter a restriction in the Proprietorship Register of any registered land at any time forming part of the Real Property

#### 4 NEGATIVE PLEDGES AND DISPOSALS

##### 4 1 Negative Pledge

The Company has undertaken that it shall not, at any time during the subsistence of the Debenture or any Mortgage, 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 Disposals of Interests

The Company has undertaken that it shall not (and shall not agree to) at any time during the subsistence of the Debenture or any Mortgage, except as permitted under the Promissory Note or by this Clause 4

4 2 1 execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property,

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

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**A4**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

4 2 3

(a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or

(b) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of the Charged Property or the ability of the Lender to exercise any of the Collateral Rights

#### 5 ASSIGNMENT

The Lender may assign and transfer all or any of its rights and obligations under the Debenture or any Mortgage to any company or financial institution or affiliate within the Lender's group. The Lender is entitled to disclose such information concerning the Company and the Debenture or any Mortgage as the Lender is entitled to disclose such information concerning the Company and the Debenture or any Mortgage as the Lender considers appropriate to any actual or proposed direct or indirect successor or any person to whom information may be required to be disclosed by any applicable law

In this form MR04 the following terms are defined

"Agreed Note" means a notice to be entered on the Land Registry

"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 and any Mortgage

"Charges Register" means the register of charges at Companies House

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

"Land Registry" means HM Land Registry

"Lender" means AB Bank Snoras, a bank incorporated in the Republic of Lithuania with registered office at a Vivulskio Str 7, LT-03321, Vilnius

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 5 of the Debenture (Further Assurance) substantially in the form of Schedule 1 to the Debenture (Form of Legal Mortgage)

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## Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

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

"Proprietorship Register" means the register of ownership at HM Land Registry

"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

"Registered Proprietor" means the registered proprietor of any land or asset or right in respect of land

"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, indemnities or covenants for title in respect of that asset, and  
(d) any monies and proceeds paid or payable in respect of that asset

"Security Documents" means the Debenture and the Mortgage

"Security Interest" means a lien, encumbrance, mortgage, charge or other security interest

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**Part C To be completed for all charges**

**C1 Satisfaction**

I confirm that the debt for the charge as described has been paid or satisfied  
Please tick the appropriate box

- In full  
 In part

**C2 Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Name JAG SHAW Baker

Please give the address of the person delivering this statement

Building name/number JAG Shaw Baker

Street Berners Street

47-48 Berners Street

Post town LONDON

County/Region

Postcode W 1 T 3 N F

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge Solicitor for the chargee

**C3 Signature**

Please sign the form here

Signature

Signature  
X JAG Shaw Baker X

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### 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. The contact information you give will be visible to searchers of the public record.

Contact name **DAVID WYNNE-GRIFFITH**

Company name **JAG Shaw Baker**

Address **Berners House**

**47-48 Berners Street**

Post town **LONDON**

County/Region **LONDON**

Postcode **W 1 T 3 N F**

Country **United Kingdom**

DX

Telephone **0203 598 6452**



### 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
- Part A Charges created before 06/04/2013**
  - You have given the charge date
  - You have given the charge number (if appropriate)
  - You have completed the Description of Instrument and Short particulars in Sections A3 and A4
- Part B Charges created on or after 06/04/2013**  
You have given the charge code
- Part C To be completed for all charges**
  - You have ticked the appropriate box in Section C1
  - You have given the details of the person delivering this statement in Section C2
  - You have signed the form



### Important information

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



### 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)