

MR04

Statement of satisfaction in full or in part of a charge

You can use the WebFiling service to file this form online
Please go to 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

TUESDAY



LD4 *L4HXVD35* #81
13/10/2015
COMPANIES HOUSE



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

1 Company details

Company number 0 1 8 0 6 3 3 7

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

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 ^d2 ^d1 ^m1 ^m2 ^y2 ^y0 ^y1 ^y0

A2 Charge number

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

Charge number* 5

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 21 December 2010 ("the
Debenture"), between Lotus Renault GP Limited as
Company and AB Bank Snoras as Lender (the "Lender")

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

Please give the short particulars of the property or undertaking charged

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

Please see continuation sheet

Continuation page

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

Part B

Charges created on or after 06/04/2013

B1

Charge code

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

Charge code ①

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① Charge code

This is the unique reference code allocated by the registrar

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Short particulars of the property or undertaking charged

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Short particulars

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 the discharge of the Secured Obligations, by way of first fixed charge the Personal Chattels

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 Assuarances

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,

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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 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 MR04, 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

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"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 license, agreement for sale or agreement for lease in respect of the 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

"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

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"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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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	
	<input checked="" type="checkbox"/> In full	
	<input type="checkbox"/> 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	Linklaters LLP	
	Please give the address of the person delivering this statement	
Building name/number	Linklaters LLP	
Street	One Silk Street	
Post town	London	
County/Region	London	
Postcode	E C 2 Y 8 H Q	
	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 Linklaters LLP 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	Douglas Doherty
Company name	Linklaters LLP
Address	One Silk Street
Post town	London
Country/Region	London
Postcode	E C 2 Y 8 H Q
Country	United Kingdom
DX	10 LONDON/CHANCERY
Telephone	020 7456 2000

 Checklist
We may return forms completed incorrectly or with information missing
Please make sure you have remembered the following.
<input type="checkbox"/> The company name and number match the information held on the public Register
Part A Charges created before 06/04/2013
<input type="checkbox"/> You have given the charge date
<input type="checkbox"/> You have given the charge number (if appropriate)
<input type="checkbox"/> 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
<input type="checkbox"/> You have given the charge code
Part C To be completed for all charges
<input type="checkbox"/> You have ticked the appropriate box in Section C1
<input type="checkbox"/> You have given the details of the person delivering this statement in Section C2
<input type="checkbox"/> 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 or email 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