

702003/13

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge



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 register particulars of a charge for a Scottish company. To do this, please use form MG01s

MONDAY



LD4 *LIGOKNYO* 04/10/2010 86
COMPANIES HOUSE

1 Company details

Company number	0	1	8	0	6	3	3	7
Company name in full	Renault F1 Team Limited (the "Company")							

For official use

3

→ **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	d	1	d	4	m	0	m	9	y	2	y	0	y	1	y	0
------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

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

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

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 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 (the "Secured Obligations")

Please see below for all defined terms used herein

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

MG01

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

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

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 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 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

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

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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 is or 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 PLEDGE 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 Disposal 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

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="336 369 1021 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="355 436 1436 504">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,</p> <p data-bbox="355 537 1436 604">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,</p> <p data-bbox="355 638 1404 739">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</p> <p data-bbox="435 772 1436 907">(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 any of the Charged Property or the ability of the Lender to exercise any of the Collateral Rights</p> <p data-bbox="327 940 526 974">5 ASSIGNMENT</p> <p data-bbox="327 1008 1452 1176">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 considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law</p> <p data-bbox="327 1209 877 1243">In this form MG01 the following terms are defined</p> <p data-bbox="327 1276 1085 1310">"Agreed Notice" means a notice to be entered on the Land Registry</p> <p data-bbox="327 1344 1436 1444">"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</p> <p data-bbox="327 1478 1133 1512">"Charges Register" means the register of charges at Companies House</p> <p data-bbox="327 1545 1436 1612">"Collateral Rights" means all rights, powers and remedies of the Lender provided by or pursuant to the Debenture or any Mortgage or by law</p> <p data-bbox="327 1646 798 1680">"Land Registry" means HM Land Registry</p> <p data-bbox="327 1713 1436 1780">"Lender" means AB Bank Snoras, a bank incorporated in the Republic of Lithuania with registered office at a Vivulskio Str 7, LT-03321 Vilnius</p> <p data-bbox="327 1814 1420 1915">"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)</p>	

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="325 367 1018 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="325 432 1369 499">"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</p> <p data-bbox="325 535 1214 568">"Proprietorship Register" means the register of ownership at HM Land Registry</p> <p data-bbox="325 604 584 638">"Real Property" means</p> <ul data-bbox="325 669 1445 801" style="list-style-type: none"><li data-bbox="325 669 948 703">(a) any freehold, leasehold or immovable property, and<li data-bbox="325 734 1445 801">(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, <p data-bbox="325 837 679 871">and includes all Related Rights</p> <p data-bbox="325 902 1418 969">"Registered Proprietor" means the registered proprietor of any land or asset or right in respect of land</p> <p data-bbox="325 1005 868 1039">"Related Rights" means, in relation to any asset</p> <ul data-bbox="325 1070 1433 1339" style="list-style-type: none"><li data-bbox="325 1070 876 1104">(a) the proceeds of sale of any part of that asset,<li data-bbox="325 1135 1433 1169">(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,<li data-bbox="325 1200 1369 1267">(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and<li data-bbox="325 1299 1107 1332">(d) any monies and proceeds paid or payable in respect of that asset <p data-bbox="325 1368 1035 1402">"Security Documents" means the Debenture and the Mortgage</p> <p data-bbox="325 1433 1362 1467">"Security Interest" means an lien, encumbrance, mortgage, charge or other security interest</p>

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	N/A	

8	Delivery of instrument	
	<p>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)</p> <p>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)</p>	

9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p style="text-align: center;">X X</p> <p style="text-align: center;"><i>Bingham McCutchen (London) LLP</i></p>	
	This form must be signed by a person with an interest in the registration of the charge	

MG01

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 Linnenhall, 32-38 Linnenhall 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



**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. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14
SEPTEMBER 2010 AND CREATED BY RENAULT F1 TEAM
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO AB BBANK 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 4 OCTOBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 OCTOBER 2010



Companies House
— for the record —

P



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES