

MG01

Particulars of a mortgage or charge



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LASERFORM

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

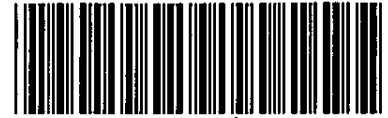
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a Soc
company To do this, please use
form MG01s

FRIDAY



LD5 12/02/2010 115
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



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 d0 d5 m0 m2 y2 y0 y1 y0

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

Debenture dated 5 February 2010 executed by the Company and RENAULT
S.A.S , a *société par actions simplifiée* incorporated in France
with registered office at 13/15 Quai Le Gallo 92100 Boulogne -
Billancourt, France, registered with the *Tribunal de Commerce de*
Nanterre under number (Numéro RCS) 2002B00920 (the "Lender") and
created in favour of the Lender (the "Debenture")

4

Amount secured

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

Amount secured

4
10
All obligations owing to the Lender by the
Company from time to time under: (i) the
euro £20,000,000 facility agreement dated
5 February 2010 entered into by, among
others, the Lender and the Company (the
"Facility Agreement"); and (ii) the
Security Documents (as defined in the
Facility Agreement), 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).

Continuation page

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

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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 RENAULT S.A S

Address 13/15 Quai Le Gallo Boulogne - Billancourt, France

Postcode 9 2 1 0 0

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

Fixed Charges

The Company has charged with full title guarantee in favour of the Lender by way of first fixed charge all the Company's right, title and interest from time to time in and to

- the Real Property, subject only to those encumbrances which exist over the Real Property as at the date of execution of this Debenture but only to the extent that the Company is not aware of such encumbrances;
- the Tangible Moveable Property, subject only to those encumbrances which exist over the Tangible Moveable Property as at the date of execution of this Debenture but only to the extent that the Company is not aware of such encumbrances,
- the Accounts, subject only to those encumbrances which exist over the Accounts as at the date of execution of this Debenture but only to the extent that the Company is not aware of such encumbrances,
- the Intellectual Property, subject only to those encumbrances which exist over the Intellectual Property as at the date of execution of this Debenture but only to the extent that the Company is not aware of such encumbrances,
- any goodwill and rights in relation to the uncalled capital of the Company (the "Goodwill"), subject only to those encumbrances which exist over the Goodwill as at the date of execution of this Debenture but only to the extent that the Company is not aware of such encumbrances,
- the Investments, subject only to those encumbrances which exist over the Investments as at the date of execution of this Debenture but only to the extent that the Company is not aware of such encumbrances,

PLEASE SEE CONTINUATION PAGE

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	<p>- all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture, subject only to those encumbrances which exist over the Monetary Claims and all Related Rights as at the date of execution of this Debenture but only to the extent that the Company is not aware of such encumbrances</p> <p>In relation to the above, the following terms shall have the following definitions</p> <p>"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,</p> <p>"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress),</p> <p>"Account" means any account opened or maintained by the Company (and any replacement account or subdivision or subaccount of that account) and the debt or debts represented thereby,</p> <p>"Intellectual Property" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets,</p> <p>"Investments" means (a) any stocks, shares, debentures, securities and certificates of deposit, (b) all interests in collective investment schemes, and (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b), in each case whether held directly by or to the order of the Company or by any nominee, fiduciary or clearance system on its behalf,</p> <p>"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims</p> <p>Assignments</p> <p>The Company has assigned to the Lender all the Company's right, title and interest from time to time in and to (a) the proceeds of any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest, (b) the agreement to be entered into by Renault Sport s a s ("Renault Sport") and the Company in relation to the supply by Renault Sport to the Company of a specific engine developed by Renault Sport, (c) the agreement to be entered into by Renault Sport and the Company in respect of, among other things, the sponsorship arrangements between Renault Sport and the Company, (c) the agreement to be entered into by, among others, the Company in relation to, among other things, the provision of certain marketing activities in favour of the Company, (d) the so-called "Concorde" agreement dated 5 August 2009 and entered into by, among others, the Fédération Internationale de l'Automobile and the Formula One teams taking part to the Formula One world championship</p> <p>Floating Charge</p> <p>The Company has charged in favour of the Lender by way of first floating charge all present and future assets and undertaking of the Company</p> <p>Further assurance and negative pledge</p> <p>The Debenture contains covenants for further assurance and a negative pledge</p>

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7 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

None

8 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)

9 Signature

Please sign the form here

Signature

Signature

X *Clifford Chance*

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 **FILIPPO CROSARA (36-40460017)**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

London

Post town

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120** **Canary Wharf 3**

Telephone **020 7006 1000**



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:

- [v] The company name and number match the information held on the public Register
- [v] You have included the original deed with this form
- [v] You have entered the date the charge was created
- [v] You have supplied the description of the instrument
- [v] You have given details of the amount secured by the mortgagee or chargee
- [v] You have given details of the mortgagee(s) or person(s) entitled to the charge
- [v] You have entered the short particulars of all the property mortgaged or charged
- [v] You have signed the form
- [v] 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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 FEBRUARY
2010 AND CREATED BY RENAULT F1 TEAM LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO RENAULT S.A.S 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 12 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 FEBRUARY
2010

Dx 164



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES