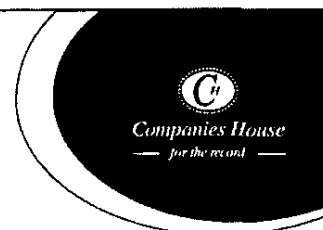


MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **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

☒ **What this form is NOT for**
You cannot use this form to r
a statement of satisfaction in
or in part of a fixed charge fc
company registered in Scotla
do this, please use form MGC

WEDNESDAY



A16 27/10/2010 467
COMPANIES HOUSE

1	Company details	For official use
Company number	0 7 0 3 0 5 5 4	<input checked="" type="checkbox"/> Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	BETA D4 LIMITED (the "New Charging Company")	

2	Creation of charge	1 You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' 2 The date of registration may be confirmed from the certificate
Date charge created	1 8 2 0 0 9	
Description 1	Security Accession Deed of 16/10/09 between the New Charging Company, the Company and Security Agent ("Deed of Accession")	
Date of registration 2	2 9 1 0 2 0 0 9	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	
Name	THE ROYAL BANK OF SCOTLAND PLC, 5th Floor, 135 Bishopsgate	
Address	London as security trustee for itself and the other Secured Parties (the "Security Agent")	
Postcode	E C 2 M 3 U R	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

MG02

Statement of satisfaction in full or in part of mortgage or charge

4 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 ACCESSION

The New Charging Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 16 October 2009 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

2 CHARGING CLAUSE

2 1 Fixed Charges

The New Charging Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, as at 16 October 2009 and in the future, from time to time owned by it or in which it has an interest
(a) by way of first fixed charge

- (i) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
- (ii) all Book Debts and all rights and claims against other Group Companies, third parties and against any marketable security in respect of Book Debts,
- (iii) all debts and monetary claims owed to the New Charging Company by other Group Companies (other than Book Debts) and all rights in respect of such debts and claims,
- (iv) all monies standing to the credit of its accounts (including the Collection Accounts, the Mandatory Prepayment Accounts and the Nominated Accounts) with any bank, financial institution or other person and all rights related to those accounts, and
- (v) the benefit of all consents and agreements held by it in connection with the use of any of its assets listed in clause 2 3(a) of the Deed of Accession, as set out in clause 2 1(a) above

2 2 Floating Charge

As further continuing security for the payment of the Indebtedness, the New Charging Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 16 October 2009 and in the future not effectively charged by way of first fixed charge under clause 2 3 (Fixed Charges) of the Deed of Accession, as set out in clause 2 1 above or assigned under clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below



5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full
- ☐ In part

① Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>2 3 Security Assignment</p> <p>(a) As further continuing security for the payment of the Indebtedness, the New Charging Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company re-assign the Assigned Agreements to the New Charging Company (or as it shall direct)</p> <p>(b) Until the occurrence of a Declared Default, but subject to clause 8 8 (Assigned Agreements) of the Debenture, the New Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements</p> <p>2 4 Conversion of Floating Charge</p> <p>If</p> <p>(a) a Declared Default has occurred, or</p> <p>(b) the Security Agent is of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p> <p>the Security Agent may, by notice to the New Charging Company, convert the floating charge created under the Deed of Accession into a fixed charge as regards those assets which it specifies in the notice. The New Charging Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires but on terms no more onerous to the New Charging Company than the Deed of Accession</p> <p>2 5 Automatic Conversion of Floating Charge</p> <p>If the New Charging Company creates (or purports to create) any Security Interest (except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Deed of Accession will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset</p> <p>3 Further Assurance</p> <p>3 1 The New Charging Company will, at its own expense, promptly following request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may reasonably require,</p> <p>(a) to perfect and/or protect the security created (or intended to be created) by the Deed of Accession,</p> <p>(b) to facilitate the realisation or enforcement of such security,</p> <p>(c) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Deed of Accession, and/or</p> <p>(d) to confer on the Security Agent security over any assets of the New Charging Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Deed of Accession,</p> <p>including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever</p>

MG02 - continuation page

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Short particulars

3 2 Any security document required to be executed by the New Charging Company under clause 5 of the Debenture, as set out in this clause 3, will contain clauses corresponding to and no more onerous than the provisions set out in the Deed of Accession

4 Negative Pledge and Disposal Restrictions

The New Charging Company may not

(a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property,

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property, except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent

SCHEDULE

Subsidiary Shares

None as at 16 October 2009

In this form

"A3 Charging Companies" means each of the companies listed in part 2 of schedule 1 to the Debenture and each company which grants security over its assets in favour of the Security Agent as an A3 Charging Company by executing a Security Accession Deed,

"Assigned Agreements" means the Intercompany Loans (as such term is defined in the Debenture), the Hedging Agreements, the Acquisition Documents (as both such terms are defined in the Senior Facilities Agreement) and any other agreement designated as an Assigned Agreement by the New Charging Company and the Security Agent,

"Book Debts" means all book and other debts owed to the New Charging Company by other Group Companies arising in the ordinary course of trading,

"Charged Property" means each of the companies listed in part 1 of schedule 1 to the Debenture and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Collection Accounts" means the accounts of the New Charging Company set out in schedule 2 to the Deed of Accession and/or such other accounts as the New Charging Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify,

"Company" means Alpha D2 Limited (CRN 05613175),

"Debenture" means the debenture dated 24 November 2006 between, inter alia, the Company, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any),

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clauses 28 21 (Acceleration) or 28 22 (Majority D Lender Acceleration) of the Senior Facilities Agreement or the Mezzanine Facility Agent exercising any of its rights under clause 28 21 (Acceleration) of the Mezzanine Facility Agreement,

MG02 - continuation page

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Short particulars

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Event of Default" means Event of Default as such term is defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,

"Facility Agent" means The Royal Bank of Scotland plc,

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents,

"Floating Charge Asset" means an asset charged under clause 2 4(Floating Charge) of the Deed of Accession, as set out in clause 2 2 herein, excluding, for the avoidance of doubt, any asset excluded from that charge through the operation of clause 3 7 of the Debenture,

"Group Company" means Group Company as such term is defined in the Senior Facilities Agreement,

"Indebtedness" means all money or liabilities due, owing or incurred to any Secured Party by any Charging Company, A3 Charging Company or any other Obligor under the Senior Facilities Agreement or any other Finance Document as at 16 October 2009 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with the notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the New Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares) but excluding shares owned by the New Charging Company in Formula One Administration Limited or Formula One Licensing B V ,

"Mandatory Prepayment Accounts" means the Mandatory Prepayment Accounts as such term is defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,

"Mezzanine Facility Agent" means RBS Mezzanine Limited,

"Mezzanine Facility Agreement" means the mezzanine facility agreement date on or about 20 November 2006 under which certain lenders have made available facilities to Alpha D2 Limited, Beta D3 Limited and Beta Holdings Limited,

"Mezzanine Finance Documents" means the Mezzanine Finance Documents as such term is defined in the Mezzanine Facility Agreement,

"Mezzanine Finance Parties" means the Mezzanine Finance Parties as such term is defined in the Mezzanine Facility Agreement,

"Nominated Account" has the meaning given to it in clause 8 4(a)(i) (Collection of Book Debts and Other Debts) of the Debenture,

"Obligors" means Obligors as such term is defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,

"Secured Parties" means the Senior Finance Parties and the Mezzanine Finance Parties,

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

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"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in Schedule 6 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,

"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,

"Senior Facilities Agreement" means the senior facilities agreement dated 21 November 2006 as amended and restated on 12 January 2007 and on 6 July 2007 under which certain lenders have made available facilities to Alpha D2 Limited, Beta D3 Limited and Beta Holdings Limited and certain other Group Companies,

"Senior Finance Documents" means the Senior Finance Documents as such term is defined in the Senior Facilities Agreement,

"Senior Finance Parties" means the Senior Finance Parties as such term is defined in the Senior Facilities Agreement,

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985, and

"Subsidiary Shares" means all shares owed to the New Charging Company in its Subsidiaries (including those set out in schedule 1 to the Deed of Accession" as set out in the schedule hereto, other than any shares owned by the New Charging Company in Formula One Administration Limited, Formula One Licensing B V or Allsport Management S A

MG02

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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	CHLOE TARGETT-ADAMS									
Company name	FORMULA ONE MANAGEMENT									
	LIMITED									
Address	6 PRINCES GATE									
	KNIGHTSBRIDGE									
Post town	LONDON									
County/Region										
Postcode		S	W	7		1	Q	J		
Country										
DX										
Telephone	020 7584 6668									

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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ 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