

MG01

Particulars of a mortgage or charge



103884/13

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

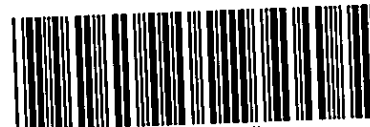
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT

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

TUESDAY



LKUS4MFW

LD3

10/08/2010

294

COMPANIES HOUSE

For official use

1

Company details

Company number

0 2 4 1 7 5 8 8

Company name in full

FORCE INDIA FORMULA ONE TEAM LIMITED ("Assignor")

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

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Date of creation of charge

Date of creation

29 07 2010

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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 fourth supplemental security assignment dated 29 July 2010 (the "Fourth Supplemental Security Assignment") between the Assignor as assignor and Investec Bank PLC ("Lender") in respect of a security assignment dated 11 July 2008

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Amount secured

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

Amount secured

Any and all moneys, liabilities and obligations (whether actual or contingent, whether existing at the date of the Fourth Supplemental Security Assignment or thereafter arising, whether or not for the payment of money, and including any obligation or liability to pay damages) which were at the date of the Fourth Supplemental Security Assignment or which may at any time and from time to time thereafter be due, owing, payable or incurred or be expressed to be due, owing, payable or incurred from or by any Obligor or any other person to the Lender under any Finance Document (including the Reimbursement Agreement, the £177k Loan, the Fourth Supplemental Security Assignment, the Security Assignment, the Loan Agreement and the Account Charge) (the "Secured Obligations")

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

Investec Bank PLC

Address

2 Gresham Street

London

Postcode

E C 2 V 7 Q V

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

As security for payment and discharge of the Secured Obligations, the Assignor, with full title guarantee assigned and agreed to assign absolutely by way of first priority security to the Lender all of its right, title, benefit and interest (present and future, actual and contingent) ~~in and to the Supplemental Collateral.~~

The Fourth Supplemental Security Assignment contains a covenant for further assurance

The Fourth Supplemental Security Assignment contains a negative pledge

Unless defined elsewhere on this Form MG01, please see the attached MG01 continuation page in section 6 (Short particulars of all the property mortgaged or charged) of this form for the defined terms which are used through this Form MG01 (including in such continuation page)

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Particulars of a mortgage or charge

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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

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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)

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Signature

Please sign the form here

Signature

Signature

X *Clifford Chance LLP* 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 Chaitanya Ramachandran

Company name Clifford Chance LLP
[Ref (70-40375285)]

Address 10 Upper Bank Street

Post town London

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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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 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

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>Definitions</p> <p>"£177k Loan" means the £177,000 Term Facility Agreement to be entered into shortly after the date of the Fourth Supplemental Security Assignment between the Assignor as borrower and the Lender as lender.</p> <p>"Account Charge" means the charge over accounts dated 11 July 2008 between the Assignor as charger and the Lender as chargee in respect of certain accounts held by the Assignor with the Lender</p> <p>"Corporate Guarantee" means the deed of guarantee dated 5 June 2008, between the Guarantor as guarantor and the Lender as beneficiary in respect of certain obligations of the Assignor</p> <p>"Fee Letter" means any letter or letters dated 11 July 2008 relating to fees referred to in the Loan Agreement</p> <p>"Finance Document" means the Loan Agreement, the Reimbursement Agreement, the £177k Loan, the Supplemental Account Charge, the USL Acknowledgment, the Fourth Supplemental Security Assignment, the Guarantees, the Account Charge, the Security Assignment, the Tri-Partite Agreement, any Fee Letter and any other document designated as a "Finance Document" by the Lender and the Borrower</p> <p>"Guarantee" means each of the Corporate Guarantee and the Personal Guarantee</p> <p>"Loan Agreement" means the loan agreement dated 11 July 2008 between the Assignor as borrower and the Lender as lender</p> <p>"Guarantor" means Watson Limited, a company organised and existing under the laws of Mauritius acting through its offices at C/o CAS SA, PO Box 331, Ch de Fontenailles 4, CH-1196, Gland, Switzerland</p> <p>"Obligors" means the Assignor, the Guarantor and the Personal Guarantor and "Obligor" means any of them</p> <p>"Personal Guarantee" means the deed of guarantee dated 5 June 2008, between the Personal Guarantor as guarantor and the Lender as beneficiary in respect of certain obligations of the Assignor</p> <p>"Personal Guarantor" means Dr Vijay Mallya of No 1, Vittal Mallya Road, Bangalore 560 021, India</p> <p>"Reimbursement Agreement" means a letter agreement to be sent shortly after the date of the Fourth Supplemental Security Assignment from the Lender to the Assignor relating to, inter alia, the obligation of the Assignor to reimburse and indemnify the Lender in respect of a guarantee issued by the Lender in favour of Mr Amando Rodriguez at the request of the Assignor and in respect of the \$177k Loan</p> <p>"Security Assignment" means the security assignment dated 11 July 2008 entered into between the Assignor and the Lender as amended and supplemented from time to time including by a supplemental security assignment agreement dated 24 April 2009, a second supplemental security</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>assignment dated 29 October 2009 and a third supplemental security assignment dated December 2009.</p> <p>"Sponsorship Agreement" means the sponsorship agreement dated 23 April 2009 (as amended from time to time including by an amendment agreement no 1 dated 29 October 2009, an amendment agreement no 2 dated December 2009 and an amendment agreement no 3 dated about 29 July 2010) entered into between the Assignor and United Spirits Limited</p> <p>"Supplemental Account Charge" means the account charge dated 29 July 2010 supplemental to a charge over accounts dated 11 July 2008, between the Assignor and the Lender</p> <p>"Supplemental Collateral" means all of the right, title, benefit and interest (present and future, actual and contingent) of the Assignor in, to and under the Sponsorship Agreement, including, without limitation, all of its right, title, benefit and interest in and to (a) all amounts payable thereunder and (b) all the rights of the Assignor to compel performance and otherwise exercise all rights and remedies thereunder</p> <p>"Tri-partite Agreement" means the tri-partite agreement entered into or to be entered into, as the context may require, between Formula One Administration Limited, the Assignor and the Lender</p> <p>"USL Acknowledgment" means an acknowledgment of assignment from United Spirits Limited to the Chargor and the Lender in substantially the form scheduled to the Fourth Supplemental Security Assignment and otherwise in form and substance satisfactory to the Lender.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 2417588
CHARGE NO. 16

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FOURTH SUPPLEMENTAL
SECURITY ASSIGNMENT DATED 29 JULY 2010 AND CREATED
BY FORCE INDIA FORMULA ONE TEAM LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
OBLIGOR OR ANY OTHER PERSON TO INVESTEC BANK PLC
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 10 AUGUST
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 AUGUST 2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES