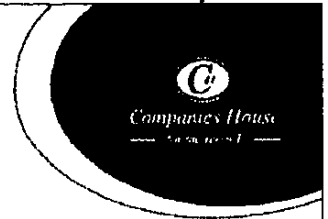


1 343 47 / 39

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

FRIDAY



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A02

21/09/2012

#177

COMPANIES HOUSE

### 1 Company details

Company number 0 7 0 4 2 0 8 6

Company name in full 1Malaysia Racing Team (UK) Limited (the "Chargor")

5

For official use

#### → Filling 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 1 8 0 9 2 0 1 2

### 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 An account charge dated 18 September 2012 made between (1) the Chargor and (2) CIMB Bank Berhad, London Branch (the "Lender") (the "Account Charge")

### 4 Amount secured

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

Amount secured Any liability expressed to be due, owing or payable by the  
Chargor to the Lender on any current or other account or  
otherwise in any manner whatsoever (in each case, whether  
alone or jointly, or jointly and severally, with any other person,  
whether actually or contingently and whether as principal,  
surety or otherwise) (together the "Secured Liabilities")

#### 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

**Continuation page**

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

Name

CIMB Bank Berhad, London Branch

Address

Ground Floor, 27 Knightsbridge

London

Postcode

S W 1 X 7 Y B

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

Please see attached continuation page

## MG01


### Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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	Not applicable	

<b>8</b>	<b>Delivery of instrument</b>  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 870).  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 accept a verified copy where section 867(2) applies (property situated in another part of UK).	
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<b>9</b>	<b>Signature</b>  Please sign the form here	
Signature	Signature   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 Chen Ikeogu (646608 07001)

Company name Pinsent Masons LLP

Address 30 Crown Place

Post town London

County/Region

Postcode E C 2 A 4 E S

County

DX

Telephone 020 7418 7100



### 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 the 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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 us the short particulars of the property mortgaged or charged

Short particulars

#### 1 SECURITY

##### 1 1 Charge

As a continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee has charged to the Lender by way of fixed charge, the Debt Service Reserve Account, all its present and future right, title and interest in and to the Debt Service Reserve Account and the Deposit

##### 1 2 Payment of the Deposit

Regardless of the terms on which moneys are credited to the Debt Service Reserve Account, the Deposit will not accrue due or be payable to the Chargor until -

1 1 1 the Secured Liabilities have been paid and discharged in full, and

1 1 2 the Lender is not under any obligation to make banking or other facilities available to the Chargor,

and until that time the Chargor shall not request, demand or claim to be entitled to withdraw the Deposit except (without prejudice to the Lender's rights under the Account Charge) as the Lender may in its absolute discretion from time to time permit

#### 2 NEGATIVE COVENANTS

The covenants in Clause 8 of the Account Charge (paragraph 2 of this Form MG01) remain in force from the date of the Account Charge until the expiry of the Security Period

##### 2 1 Security

The Chargor shall not create or permit to subsist any Security over the Debt Service Reserve Account or any of the Deposit, nor do anything else prohibited by Clause 22 11 (*Negative pledge*) of the Facilities Agreement

##### 2 2 Disposal

The Chargor shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of the Debt Service Reserve Account or any of the Deposit except as permitted by Clause 22 12 (*Disposals*) of the Facilities Agreement

# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

#### 2 3 Preservation of the Deposit

The Chargor shall not take any Security in connection with its liability under the Account Charge from any guarantee of, or provider of Security for, any of the Secured Liabilities

#### DEFINITIONS

**"Debt Service Reserve Account"** means the debt service reserve account of the Chargor with the Lender numbered 16012071 and sort code 30-16-31 (as that account may from time to time be re-designated or re-numbered) and includes -

- (a) any suspense account referred to in Clause 15 5 (*Appropriations*) of the Account Charge, and
- (b) any new account opened pursuant to Clause 15 6 (*New accounts*) of the Account Charge

**"Deposit"** means -

- (a) all or any of the amounts which are at the date of the Account Charge or from time to time after the date of the Account Charge deposited by or on behalf of the Chargor to the credit of the Debt Service Reserve Account, and
- (b) all other amounts which at any time may be standing to the credit of the Debt Service Reserve Account,

together with any interest accrued or accruing from time to time on any of those amounts and all rights of the Chargor in respect of those amounts or the Debt Service Reserve Account Such amount being at all times a minimum balance equivalent to two months interest due to the Lender in accordance with Clause 19 4 2 of the Facility Agreement (being the **"Minimum DSRA Balance"**)

**"Facilities Agreement"** means the £5,700,000 term facilities agreement dated on or about the date of the Account Charge made between, amongst others, the Chargor as borrower and the Lender

## MG01 – continuation page

### Particulars of a mortgage or charge

6

#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

**"Security"**

has the meaning given in the Facilities Agreement being 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

**"Security Period"**

means the period beginning on the date of the Account Charge and ending on the date on which the Lender is satisfied that the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and all facilities which might give rise to Secured Liabilities have terminated

In accordance with  
Section 860 of the  
Companies Act  
2006

## MG01 – continuation page

### Particulars of a mortgage or charge

**6**

#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged



In accordance with  
Section 860 of the  
Companies Act  
2006

## MG01 – continuation page

### Particulars of a mortgage or charge

**6**

#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7042086  
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 18  
SEPTEMBER 2012 AND CREATED BY 1MALAYSIA RACING  
TEAM (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO CIMB BANK BERHAD,  
LONDON BRANCH ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 21 SEPTEMBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 SEPTEMBER  
2012**

9



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**