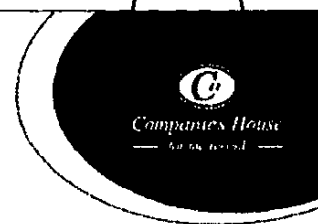


MG01

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 MG01s

FRIDAY



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A02

21/09/2012

#178

COMPANIES HOUSE

For official use

1 Company details

Company number 07042086

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

→ **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 18/09/2012

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 legal mortgage dated 18 September 2012 made between (1) the Mortgagor and (2) CIMB Bank Berhad, London Branch (the "Lender") (the "Legal Mortgage")

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 Mortgagor 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

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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

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

Not applicable

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 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).

9

Signature

Please sign the form here

Signature

Signature

X *Pinsel Messers LLP* X

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 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

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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

Short particulars

1 GRANT OF SECURITY

1 1 Security

As a continuing security for payment of the Secured Liabilities the Mortgagor has with full title guarantee -

1 1 1 charged to the Lender all its right, title and interest from time to time in and to each of the following -

(a) by way of first legal mortgage all Land described in Schedule 1 (*The Property*) of the Legal Mortgage (Schedule 1 of this Form MG01) and all other Land now vested in the Mortgagor,

(b) by way of first fixed charge -

(i) all Land now vested in the Mortgagor (to the extent not effectively charged by Clause 3 1 1(a) of the Legal Mortgage (paragraph 1 1 1(a) of this Form MG01)) and all Land it acquires after the date of the Legal Mortgage,

(ii) all Plant and Machinery (to the extent not effectively charged by Clause 3 1 1(a) of the Legal Mortgage (paragraph 1 1 1(a) of this Form MG01)), and

(iii) all Related Rights in respect of the Charged Property, and

1 1 2 assigned absolutely in favour of the Lender all its right, title and interest from time to time in and to the Insurances and all benefits accruing under the Insurances, subject to a proviso for reassignment on redemption

1 2 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Mortgagor shall hold it on trust for the Lender

2 RESTRICTIONS AND FURTHER ASSURANCE

2 1 Security

The Mortgagor shall not create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by Clause 22 11 (*Negative pledge*) of the Facilities Agreement

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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

2.2 Disposal

The Mortgagor 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 any Charged Property except as permitted by Clause 22.12 (*Disposals*) of the Facilities Agreement

SCHEDULE 1

THE PROPERTY

PROPERTY NUMBER	OWNER OF PROPERTY	DESCRIPTION	TITLE NUMBER(S)
1	1Malaysia Racing Team (UK) Limited	Leaffield Technical Centre located at Fairspeare Road, Leaffield, Witney, Oxfordshire, OX29 9EF (Freehold)	ON112510 ON226629 ON257767 ON257768 ON257769

DEFINITIONS

"Charged Property"	means all the property, assets and undertaking of the Mortgagor which from time to time are, or are expressed to be, the subject of the Security created in favour of the Lender by or pursuant to the Legal Mortgage
"Facilities Agreement"	means the £5,700,000 term facilities agreement dated on or about the date of the Legal Mortgage made between, amongst others, the Mortgagor as borrower and the Lender
"Fixtures"	means all things of any kind now or at any time affixed to land for any purpose, including trade and tenants' fixtures
"Insurances"	means all contracts and policies of insurance or assurance in force at any time in relation to the Charged Property
"Land"	means any estate, right or interest or over land, whether legal or equitable, and wherever the land is situated, including any buildings and Fixtures on land, and the benefit of any covenants or rights owned to any person or enforceable by him by virtue of the ownership, possession or occupation of land, but for

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

- these purposes, **"Land"** excludes heritable property situated in Scotland
- "Plant and Machinery"** means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties at any time and from time to time in, on or affecting or relating to the Charged Property
- "Related Rights"** means in relation to any Charged Property -
- (a) the proceeds of sale of any part of the Charged Property
 - (b) all rights under any licence, agreement for sale or agreement for lease in respect of the Charged Property
 - (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Charged Property and
 - (d) any moneys and proceeds paid or payable in respect of the Charged Property
- "Security Period"** means the period beginning on the date of the Legal Mortgage 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
- "Security"** means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

In accordance with
Section 860 of the
Companies Act
2006

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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

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Particulars of a mortgage or charge

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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. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE 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

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES