

**COMPLETED ACQUISITION BY MSV GROUP LIMITED OF
THE CIRCUIT BUSINESS OPERATING AT THE DONINGTON
PARK MOTOR RACING CIRCUIT AND RELATED ASSETS
AND LAND INTERESTS (THE 'DP BUSINESS')**

**Consent to certain actions for the purposes of the Initial
Enforcement Order made by the Competition and Markets
Authority ('CMA') on 2 March 2017**

We refer to your emails and accompanying notes dated 14 February, 24 February, 28 March and 14 April 2017 requesting that the CMA consents to certain derogations to the Initial Enforcement Order of 2 March 2017 (Initial Order). The terms defined in the Initial Order have the same meaning in this letter.

Under the Initial Order, save for written consent by the CMA, MSV Group Limited and Motorsport Vision Limited (jointly referred to as MSV) are required to hold separate the DP Business and the MSV business and refrain from taking any action which might prejudice a reference under section 22 of the Act or impede the taking of any remedial action following such a reference.

After due consideration, and having regard to information received from you, MSV may carry out the following actions, in respect of the specific paragraphs of the Initial Order listed below:

Paragraph 5(l) of the Initial Order

Financial information

During the Specified Period, to comply with the information requirements and covenants in MSV's [REDACTED], and for the sole purpose of overseeing that the DP Business is able to operate its business effectively, the DP Business is permitted to provide on a monthly basis the information in Annex 1 to [REDACTED].

MSV's Financial Controllers are permitted to share the above financial information with [REDACTED], if the financial information they receive from the DP Business shows that:

- a) In relation to revenues (as set out in Annex 1), the monthly actual figure or YTD actual figure is [REDACTED] or more below the corresponding budgeted figure; or

- b) In relation to ‘total cost of sale’ and ‘overheads’ (as set out in Annex 1), the monthly actual figure or YTD actual figure is [X] or more above the corresponding budgeted figure.

The budgeted figure in each case is the relevant figure taken from the DP Business’ 2017 budget [X]. A summary of this budget is attached as Annex 2.

Reporting of actual or anticipated litigation/regulatory investigation

During the Specified Period, the DP Business is permitted to provide to [X] details of any actual or anticipated litigation or regulatory investigation in relation to the DP Business. For the avoidance of doubt, this derogation permits only the provision of the minimum details necessary for MSV’s solicitors and other advisers to assess, mitigate and/or defend the group’s position.

Contracts outside the ordinary course of business

During the Specified Period, for the purpose of overseeing that the DP Business is able to operate its business effectively, the DP Business is permitted to provide to [X] the following details of any proposed contracts for hire of the Donington Park venue, including “standard” race events, track hire and testing, but excluding annual suite hire and “non-standard” race events , which are proposed to be entered into before [X] and which relate to use of the Donington Park circuit in [X]:

- a) Name of proposed contracting party and its ultimate parent, where relevant;
- b) Consideration payable under the proposed agreement;
- c) Purpose for which the venue is proposed to be hired (e.g. car testing); and
- d) Proposed hire date(s).

The CMA consents to MSV’s approval being required for the DP Business to enter into such contracts, provided MSV’s approval is not unreasonably withheld, and on the basis that MSV undertakes to inform the CMA where such approval is not granted and the reasons for this refusal. [X] shall decide whether MSV’s approval is granted in each case, without consultation with any other employees, board members, agents or management personnel at MSV.

This derogation to the Initial Order is given on the basis of MSV’s representations to the CMA that contracts of this nature are outside of the ordinary course of business in the industry.

DP Business bank account

During the Specified Period, for the purposes of overseeing that the DP Business is able to continue to operate its business effectively, to ensure there are sufficient funds to meet the DP Business' ongoing liabilities, and to protect the value of MSV's investment, the following MSV individuals are permitted to access information about the DP Business' bank account:

- a) [X], who is also permitted to carry out monthly cashflow management in the ordinary course of business;
- b) [X]; and
- c) [X].

This derogation to the Initial Order is granted on the basis of MSV's representations to the CMA that, other than as permitted in accordance with the above, no MSV staff member will be able to transfer cash into or out of the DP Business account.

Non-disclosure agreements

[X] are subject to the terms of a non-disclosure agreement as approved by the CMA in relation to the derogations set out in this document.

Paragraphs 5(e) and (g) of the Order

During the Specified Period, in order to ensure the effective continuity and ongoing viability of the DP Business, [X] is permitted to be involved in reviewing, providing comments on and approving documentation for:

- a) the lease of [X]; and
- b) the leases of [X].

[X] is permitted to seek commercial instructions from [X] in relation to the above documentation to the extent strictly required, and to provide an executive summary in respect of each lease to [X] in order that [X] can execute the lease as MSV's sole director.

The CMA consents to [X], as the sole director of MSV, executing any such lease documentation. This derogation is granted on the understanding that in respect of the [X] lease that MSV has no intention of intervening in relation to the commercial terms, and in respect of the [X] lease, that if the commercial terms broadly mirror those currently in place for those units, MSV would have no intention of intervening in relation to the commercial terms.

Annex 1

PROFIT & LOSS	Month actual	Month budget	YTD actual	YTD budget
Revenue				
Total cost of sale				
Gross profit				
Overhead				
EBITDA				
Depreciation				
Net profit/loss				

BALANCE SHEET	
Fixed Assets	
Land	
Buildings	
Site	
Track	
Computer	
Fixtures and Fittings	
Equipment	
Motor Vehicles	
Leased Vehicles	
Current Assets	
Stock	
Trade Debtors	
Prepayments	
Bank	
Cash	
Other Debtors	
Inter Company	
Current Liabilities	
Trade Creditors	
Accruals	
Deferred Revenue	
Other Creditors	
Reserves	
Other Reserves	
Retained Earnings	
Profit and Loss Account	

CASHFLOW STATEMENT	
EBITDA	
Net Movement in WC	
(Increase)/Decrease in Stock	
(Increase)/Decrease in Debtors	
Increase/(Decrease) in Creditors	
Increase/(Decrease) in Deferred Revenue	

Increase/(Decrease) in accruals	
Net Movement in WC	
Capex	
Interest	
Capital Repaid	
Tax paid	
Acquisition Costs	
New Loan / Equity	
Dividend	
Net Cash Flow	
Balance Brought forward	
Closing Balance	
Closing Balance per Balance Sheet	