

MG01

Particulars of a mortgage or charge



109903/13

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

SATURDAY



1	Company details	For official use
Company number	0 7 2 6 0 8 1 4	5 → 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	MCLAREN PROPERTY LIMITED (the "Chargor")	
2	Date of creation of charge	
Date of creation	d 1 d 4 m 0 m 9 y 2 y 0 y 1 y 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	Charge over Securities (the "Deed")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Pursuant to clause 2.1 of the Deed and subject to clause 16 of the Deed, the Chargor has covenanted that it will pay or otherwise discharge all Secured Obligations from time to time owing by it to the Chargee when the same become due for payment or discharge</p> <p>Pursuant to clause 2.2 of the Deed, the Secured Obligations shall, without limitation (but subject to the terms of the respective Facility Documents as appropriate), include all liabilities arising under the Deed and the Facility Documents and all legal, administrative and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Chargee in relation to any such moneys, obligations or liabilities or the release of all or any of the Securities or the enforcement of the security hereby created or generally in respect of the Chargor or otherwise incurred in dealing with any matter in relation to the Deed</p> <p><i>Continued on Form MG01 (C1)</i></p>	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 QIB (UK) plc (the "Chargee")
Address 4th Floor, Berkeley Square House, Berkeley Square, London

Postcode W I J 6 B X

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

Pursuant to clause 3 of the Deed, the Chargor, with full title guarantee and as a fixed charge has charged to the Chargee the Securities and their proceeds of sale

Definitions

For the purpose of Section 4 and Section 6 of this Form MG01

"Charged Shares" means each and all of the shares which form part of the Securities,

"Collateral Instruments" means negotiable and non negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing Security,

"Facility Document" has the meaning given to that expression in the Master Murabaha Agreement,

"General Partner" has the meaning given to that expression in the Master Murabaha Agreement,

"Master Murabaha Agreement" means the master murabaha agreement dated 7 September 2011 and entered into by McLaren Cambridge Brunswick Limited and the Chargee as amended, restated and novated pursuant to a master deed of novation dated on or about the date of the Deed and made between, amongst others, the Chargor and the Chargee,

"Permitted Security" means any Security which is permitted under the Master Murabaha Agreement and any Security to which the Chargee has consented in writing,

"Secured Obligations" means all present and future obligations and liabilities of the Obligors (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to the Chargee together with all costs, charges, losses, liabilities, expenses and other sums and any taxes thereon incurred by the Chargee which are, or are expressed to be, or may become due, owing or payable by the Chargor,

Continued on Form MG01(C3)

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7	Particulars as to commission, allowance or discount (if any)	
Commission, allowance or discount	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
8	Delivery of instrument	
	<p>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).</p> <p>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 866). 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).</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Jurger Jahn</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

**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 **Alistair Rattray**

Company name
Burges Salmon LLP

Address **One Glass Wharf**

Bristol

Post town

County/Region

Postcode **B S 2 0 Z X**

Country

DX

Telephone **0117 307 6962**

**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 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

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Amount secured

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

Amount secured

Pursuant to clause 2 3 of the Deed and subject to Clause 16, the Chargor has agreed that it will pay late payment charges on any unpaid sums which have become due and payable by the Chargor in accordance with the terms of clause 2 1 of the Deed until the outstanding amount of such sums is irrevocably and unconditionally discharged in full (whether before or after judgment) in accordance with clause 6 5 (Late Payment) of the Master Murabaha Agreement as though such sums were an "unpaid amount" pursuant to that clause

Pursuant to clause 16 1 of the Deed, notwithstanding any other provision to the contrary in the Deed, the amount recoverable from the Chargor under and/or pursuant to the Deed (other than in the case of wilful default and/or fraud of the Chargor) shall be limited to an amount equivalent to that realised from the Securities

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Securities" means

- (a) each of the 100 £1 Ordinary Shares in the General Partner owned or held by the Chargee and any further securities whatsoever issued by the General Partner to the Chargor or substituted or added from time to time pursuant to the provisions of this Deed ,
- (b) any further securities substituted or added from time to time pursuant to the provisions of this Deed,
- (c) any additional shares in the issued share capital of the General Partner in the future legally or beneficially owned by the Chargor,
- (d) any Securities Rights relating to the Charged Shares,
- (e) any proceeds, money, dividends and other distributions, return of capital, marketable securities, accretions rights, benefits, or other property whatsoever now or in the future declared, payable or otherwise distributable in respect of the Charged Shares or the Securities Rights, whether by reason of a payment of a dividend, the making of a distribution of any kind, a rights issue, allotment, offer, conversion, exchange, substitution, consolidation, sub-division, redemption, pre-emption, sale, option, bonus, capitalisation, warrant, cancellation, re-classification, reconstruction, amalgamation, winding up or otherwise, in each case relating to the Charged Shares,

"Securities Rights" means any present or future right of the Chargor arising from the Charged Shares to acquire (by purchase or otherwise) any property from the General Partner including any additional marketable shares in the General Partner, whether shares (bonus or otherwise) warrants, options, notes, convertible securities or otherwise and however that right arises,

"Security" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any person other than a Permitted Security

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Please give the short particulars of the property mortgaged or charged

Short particulars

Additional Information

Negative Pledge

Pursuant to clause 6.1 of the Deed, the Chargor has agreed that it will not, other than as expressly permitted under the Master Murabaha Agreement or otherwise pursuant to any Permitted Security

- (i) create or permit to subsist any Security over any of the Securities,
- (ii) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, transfer, assign, lease, licence, grant an option over or otherwise dispose of any interest in any of the Securities,
- (iii) permit any person other than the Chargor or the Chargee (or the nominees or agent of the Chargee) to be registered as the holder of the Securities or any part thereof, or
- (iv) do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the interest of the Chargee in, or the value to the Chargee of the Securities

Further Assurance

Pursuant to clause 7 of the Deed, the Chargor has agreed that it shall if and when required by the Chargee, at its own cost, promptly execute and deliver such further documents and assurances to the Chargee and do all such acts and things (including giving any notices and taking such steps) as the Chargee shall from time to time require (with any documents being in such form as the Chargee shall require) in order to

- (a) vest the Securities in the Chargee's name (after the occurrence of an Enforcement Event),
- (b) perfect or protect the security intended to be created by the Deed over the Securities or any part thereof, or
- (c) facilitate the realisation of the security created or intended to be created by the Deed (after the occurrence of an Enforcement Event)

Financial Collateral

To the extent that the Securities constitute "financial collateral" and the Deed and the obligations of the Chargor under it constitute a "security financial collateral arrangement" (in each case for the purpose of, and as defined in, the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)), the Chargee shall have the right pursuant to clause 10.4 of the Deed to appropriate all or any part of such financial collateral in or towards satisfaction of the Secured Obligations

Power of Attorney

Pursuant to clause 14 of the Deed, the Chargor, by way of security, has irrevocably appointed each of the Chargee and any Receiver severally (and each Receiver severally if there is more than one) to be its attorney in its name and on its behalf

- (a) to execute and complete any documents or instruments which the Chargee or such Receiver may require for perfecting the title of the Chargee to the Securities or for vesting the same in the Chargee, its nominees or any purchaser,
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 7 of the Deed, and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Chargee or a Receiver under the Deed or which may be deemed expedient by the Chargee or a Receiver in connection with any disposition, realisation or getting in by the Chargee or such Receiver of the Securities or any part thereof or in connection with any other exercise of any power under the Deed, and the Chargor has ratified and agreed to ratify and confirm all acts and things which any attorney shall lawfully do or purport to do in the exercise or purported exercise of his powers



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7260814
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER SECURITIES
DATED 14 SEPTEMBER 2012 AND CREATED BY MCLAREN
PROPERTY LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE OBLIGORS TO QIB (UK) 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 22 SEPTEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 SEPTEMBER
2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES