



**Registration of a Charge**

Company name: **MCLARENPMG CARDIFF C BLOCK LIMITED**

Company number: **11092346**



X7YR2JY8

Received for Electronic Filing: **06/02/2019**

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**Details of Charge**

Date of creation: **04/02/2019**

Charge code: **1109 2346 0002**

Persons entitled: **INVESTEC BANK PLC AS SECURITY AGENT**

Brief description: **THE PROPERTY KNOWN AS OR BEING BLOCK C, THE FITZALAN, FITZALAN ROAD, CARDIFF CF24 0AN AND REGISTERED AT LAND REGISTRY WITH TITLE NUMBER CYM730992. PLEASE SEE THE CHARGE INSTRUMENT FOR FURTHER DETAIL.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **WE CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**OSBORNE CLARKE LLP**



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

Company number: 11092346

Charge code: 1109 2346 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th February 2019 and created by MCLARENPMG CARDIFF C BLOCK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th February 2019 .

Given at Companies House, Cardiff on 7th February 2019

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 5 february 2019

Signed Osborne Clarke LLP

Osborne Clarke LLP

**Supplemental Debenture**

2 Temple Back East

The Supplemental Debenture is made on  
Temple Quay, Bristol  
Between:

4 February 2019

- BS1 6EG (1) **McLarenPMG Cardiff C Block Limited**, a company incorporated in England and Wales with company number 11092346 and whose registered office is at Leconfield House 3rd Floor East, Curzon Street, London W1J 5JA, United Kingdom (the "**Chargor**"); and
- (2) **Investec Bank plc**, a company incorporated in England and Wales with company number 00489604 and whose registered office is at 30 Gresham Street, London EC2V 7QP, United Kingdom (the "**Security Agent**").

**Background**

- (A) Pursuant to the Original Debenture (as defined below), the Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Chargor has acquired interests in real property and, in accordance with the terms of the Facilities Agreement (as defined in the Original Debenture (defined below)), the Chargor has agreed to enter into this Supplemental Debenture.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

**This Supplemental Debenture witnesses as follows:**

**1 Definitions and interpretation**

**1.1 Definitions**

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

**"Additional Property"** means:

- (a) all of the freehold and/or leasehold property of the Chargor specified in the schedule (*Additional Property*);
- (b) any buildings, fixtures, fittings, plant or machinery from time to time on or forming part of the property referred to in paragraph (a); and
- (c) the Related Rights arising in relation to any of the assets described in paragraphs (a) and (b).

**"Original Debenture"** means the debenture between (1) the Original Chargors (as defined therein) and (2) the Security Agent dated 22 June 2016.

**1.2 Construction**

(a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) of the Facilities Agreement applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "this Agreement" being deemed to be a reference to "this Supplemental Debenture", subject to any necessary changes.

(b) Any references to the Security Agent or any Receiver shall include its Delegate.

### 1.3 ***Law of Property (Miscellaneous Provisions) Act 1989***

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

### 1.4 ***Implied covenants for title***

The obligations of the Chargor under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

### 1.5 ***Effect as a deed***

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

### 1.6 ***Trusts***

(a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 28.1(b) of the Facilities Agreement.

(b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

## 2 ***Security Assets***

2.1 The Chargor, as security for the payment of the Secured Liabilities, charges in favour of the Security Agent, with full title guarantee, by way of legal mortgage, the Additional Property.

2.2 As security for payment of the Secured Liabilities, the Chargor assigns, by way of security, with full title guarantee to the Security Agent all its right, title and interest in:

(a) the Insurances and the Insurance Proceeds;

(b) all Rental Income; and

(c) any Lease Document.

in each case relating to the Additional Property, together with all Related Rights relating thereto.

2.3 The Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Additional Property on the prescribed Land Registry form and in the following or substantially similar terms:

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of*

*the supplemental debenture dated [●] in favour of Investec Bank plc referred to in the charges register."*

- 2.4 The Finance Parties must perform their obligations under the Facilities Agreement (including any obligation to make available further advances). In relation to the Additional Property, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Additional Property of the obligation to make further advances.

### **3 Incorporation**

The provisions of sub-clause 4.1 (*Continuing Security*) to clause 18 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "**this Deed**" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

### **4 Continuation**

- 4.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 4.2 The Chargor agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 4.3 References in the Original Debenture to "**this Deed**" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.4 This Supplemental Debenture is designated as a Finance Document.

### **5 Governing law**

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

### **6 Jurisdiction**

- 6.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").
- 6.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 6.3 This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**In witness this Supplemental Debenture** is executed on the date appearing at the head of page 1.

**Schedule**  
**Additional Property**

Chargor			Short Description of Additional Property	Title Number (if registered)
McLarenPMG Block Limited	Cardiff	C	Block C, The Fitzalan, Fitzalan Road, Cardiff CF24 0AN	CYM730992

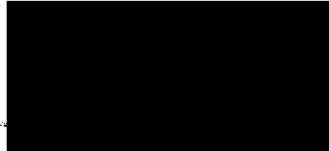
Signatories to this Deed

Chargor

Executed as a deed by  
**McLarenPMG Cardiff C Block Limited**  
acting by  
a director  
in the presence of

)  
)  
)  
)  
)

Signature of director



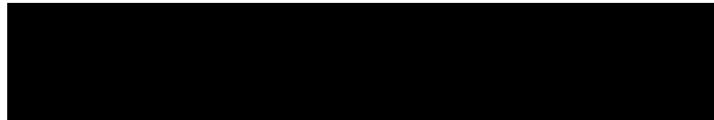
Signature of witness



Name of witness

*Sarah Farr*

Address of witness



Occupation of witness

*Personal Assistant*



**Security Agent**

**EXECUTED and DELIVERED by  
INVESTEC BANK PLC**

acting by its duly appointed authorised signatories  
under a power of attorney dated  
4 June 2013 as follows:



Authorised Signatory

In the presence of:

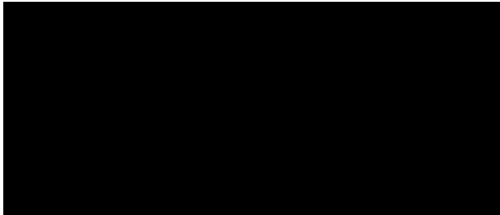


Witness:

HELEN LARNDER

Witness Name:

Witness Address:



Authorised Signatory

In the presence of:



Witness:

HELEN LARNDER

Witness Name:

Witness Address:

