



Registration of a Charge

Company name: **MCLAREN PMG CARDIFF A & B BLOCK LIMITED**

Company number: **11468704**



X7FVHZ95

Received for Electronic Filing: **04/10/2018**

Details of Charge

Date of creation: **26/09/2018**

Charge code: **1146 8704 0001**

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

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

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: 11468704

Charge code: 1146 8704 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th September 2018 and created by MCLAREN PMG CARDIFF A & B BLOCK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2018 .

Given at Companies House, Cardiff on 8th October 2018

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 4 October 2018

Signed Osborne Clarke LLP.

This Accession Deed is made on
Osborne Clarke LLP

26 September 2018

Between:

2 Temple Back East

(1) McLaren PMG Cardiff A & B Block Limited, a company incorporated in England and Wales with company number 11468704 and whose registered office is at Leconfield House, Curzon Street, London W1J 5HG;

Temple Quay, Bristol

BS1 6EG

(2) McLaren PMG Cardiff C Block Limited, a company incorporated in England and Wales with company number 11092346 and whose registered office is at Leconfield House, Curzon Street, London W1J 5HG;

(3) McLaren PMG Cardiff D Block Limited, a company incorporated in England and Wales with company number 11092536 and whose registered office is at Leconfield House, Curzon Street, London W1J 5HG;

(4) (each an "New Chargor" and together the "New Chargors"); and

(5) INVESTEC BANK PLC, a company incorporated in England and Wales (Company Number: 00489604) and whose registered office is at 30 Gresham Street, London, EC2V 7QP, United Kingdom (the "Security Agent"),

and is supplemental to a Debenture granted by the Chargors and others in favour of the Security Agent on 22 June 2016 (the "Debenture").

This Accession Deed witnesses as follows:

1 Definitions and interpretation

Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause (*Construction*) of the Debenture shall apply to this Accession Deed.

2 Confirmation

The New Chargor confirms it has read and understood the content of the Debenture.

3 Accession

With effect from the date of this Accession Deed, each New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor

4 Security

4.1 Without prejudice to the generality of clause 3 (*Accession*), each New Chargor with full title guarantee in favour of the Security Agent:

- (a) charges by way of legal mortgage, all of the Property described in part 1 of the schedule;
- (b) charges by way of first fixed charge:
 - (i) all Property not effectively mortgaged by sub-clause 4.1(a);
 - (ii) all fixed and permanent Plant and Machinery;

- (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
 - (iv) all Investments described in part 2 of the schedule;
 - (v) all Investments not effectively charged by sub-clause 4.1(b)(iv);
 - (vi) all Debts;
 - (vii) all Intellectual Property Rights described in part 3 of the schedule;
 - (viii) all Intellectual Property Rights not effectively charged by sub-clause 4.1(b)(vii);
 - (ix) all Blocked Accounts;
 - (x) all Other Accounts;
 - (xi) all goodwill and uncalled capital; and
 - (xii) any Non-Assigned Agreement (save for, any Non-Charged Agreement) and, if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c); and
- (c) by way of assignment by way of security:
- (i) all Insurances and Insurance Proceeds;
 - (ii) all Rental Income;
 - (iii) any Lease Document;
 - (iv) any Hedging Agreement; and
 - (v) any Additional Assigned Agreements; and
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clauses 4.1(a) or (b) or which are effectively assigned by way of security under sub-clause 4.1(c).

4.2 The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5 Construction

Save as specifically varied in respect of each New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "**this Deed**" in the Debenture shall include reference to this Accession Deed.

6 Governing Law

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

In witness this Accession Deed is executed on the date appearing at the head of page 1.

Schedule

Part 1

Property

None at the date of this Accession Deed

Part 2

Investments

None at the date of this Accession Deed

Part 3

Intellectual Property Rights

None at the date of this Accession Deed

The Original Chargor

**EXECUTED and DELIVERED as a DEED by
MCLARENPMG (CARDIFF) LIMITED**
acting by

Richard Brent Thomas
in the presence of:

Signature of director

Signature of witness

Name of witness Gary O'Connell

Address of witness

Occupation of witness Senior Client Administrator

The New Chargers

**EXECUTED and DELIVERED as a DEED by
MCLARENPMG CARDIFF A & B BLOCK LIMITED**
acting by

the presence of: _____ in

Signature of director ..

Signature of witness ..

Name of witness *Sarah Parr*

Address of witness

Occupation of witness *Personal Assistant*

**EXECUTED and DELIVERED as a DEED by
MCLARENPMG CARDIFF C BLOCK LIMITED**
acting by

the presence of: _____ in

Signature of director ..

Signature of witness ..

Name of witness *Sarah Parr*

Address of witness

Occupation of witness.. *Personal Assistant*

**EXECUTED and DELIVERED as a DEED by
MCLARENPMG CARDIFF D BLOCK LIMITED
acting by**

_____ in
the presence of:

CY-X Signature of director



Signature of witness



Name of witness .. *Barak Zarr*

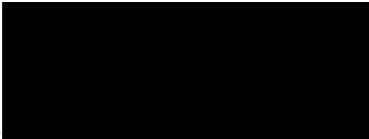
Address of witness



Occupation of witness.. *Personal Assistant*

The 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:

Simin Kocdag
Witness Name:

Witness Address:

Investec Bank plc
30 Gresham Street
London EC2V 7QP


Authorised Signatory

In the presence of:


Witness:

Simin Kocdag
Witness Name:

Witness Address:

Investec Bank plc
30 Gresham Street
London EC2V 7QP