

MG01

Particulars of a mortgage or charge



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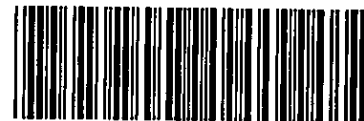
A fee is payable with this form

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
company. To do this, please use
form MG01s

SATURDAY



A1HZRRYR

A45

22/09/2012

#267

COMPANIES HOUSE

1 Company details

Company number 7 9 5 4 8 4 3

Company name in full McLaren Cambridge (General Partner) Limited (the "Chargor")

For official use

3
Filing 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 01 04 2009 20 01 20

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 Legal charge (the "Deed")

4 Amount secured

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

Amount secured

Pursuant to clause 2.1 of the Deed, the Chargor has covenanted to 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

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 Charged Assets 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

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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

1 CHARGES**1.1 Fixed Charge**

Pursuant to clause 3 1 of the Deed, the Chargor with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations has charged to the Chargee by way of legal mortgage the Property

1.2 Insurances

Pursuant to clause 3 2 of the Deed, the Chargor has charged to the Chargee by way of fixed charge all moneys from time to time payable to the Chargor under or pursuant to the Insurances including without limitation the refund of any premiums

1 3 Further advances

Pursuant to clause 3 4 of the Deed, the Chargee is under an obligation, contained in, and subject to the terms of the Master Murabaha Agreement to make further advances to Chargor and this security has been made for securing such further advances The Chargor hereby applies to the Chief Land Registrar in substantially the following terms

"The applicant confirms that, under the provisions of the charge, the Chargee is under an obligation to make further advances and applies to the registrar for a note to be entered in the register to that effect "

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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

N/A

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 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)

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Signature

Please sign the form here

Signature

Signature

X 

X

This form must be signed by a person with an interest in the registration of the charge

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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 Laura Day

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) 939 2261



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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Pursuant to clause 2 3 of the Deed, the Chargor will pay late payment charges on any unpaid sums (whether before or after judgment) in accordance with clause 6 5 (<i>Late Payment</i>) of the Master Murabaha Agreement as though such sums were an "unpaid amount" pursuant to that clause</p> <p>For the purpose of Section 4 of this MG01</p> <p>"Charged Assets" means all the property, assets and rights of the Chargor described in clause 2 1 of the Deed,</p> <p>"Facility Documents" has the meaning given to that expression in the Master Murabaha Agreement,</p> <p>"Intercreditor Deed" means the intercreditor deed dated on or about the date of the Deed between, amongst others, the Chargee, the Senior Lender and the Chargor,</p> <p>"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.</p> <p>"Secured Obligations" means all moneys obligations and liabilities now or hereafter due owing or incurred to the Chargee when the same become due for payment or discharge together with all commissions, fees and all legal and other costs on a full and unqualified indemnity basis which may be incurred by the Chargee in relation to any obligation imposed on the Chargor by the Deed or any other agreement (including without limitation the Facility Documents) between the Chargor and Chargee or generally in respect of the Chargor,</p> <p>"Senior Lender" means the Co-operative Bank p l c ,</p> <p>CONTINUED ON CONTINUATION PAGE</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

For the purpose of Section 6 of this MG01

"**Property**" means the property described in Schedule 1 of the Deed (as reproduced below) together with

- (a) all rights, easements and privileges from time to time benefiting the property or to which the property is subject,
- (b) all buildings, fixtures and plant and machinery from time to time in, on or forming part of the property, and
- (c) the benefit of all contracts and warranties relating to the property,

"**Insurances**" means all present and future contracts or policies of insurance in relation to the Property in which the Chargor has an interest and the benefit of all claims, rights to payments, returns of premiums and all other rights in respect of any of them,

Schedule 1 of the Deed

Property

All that leasehold property being the land on the north side of Newmarket Road Cambridge which is comprised in a lease dated on or about the date of the Deed and made between McLaren Cambridge Limited and the Chargor in respect of part of the freehold title registered at the Land Registry with title number CB359896

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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	<p>ADDITIONAL INFORMATION</p> <p>1 SET-OFF</p> <p>1.1 Set-off</p> <p>Pursuant to clause 4 1 of the Deed, the Chargor has agreed that the Chargee may (but shall not be obliged to) at any time at any time whilst an Event of Default is continuing and from time to time whilst an Event of Default is continuing without notice</p> <p>(a) set off any amounts owed by the Chargee to it in or towards satisfaction of the Secured Obligations (which shall be in addition to and without prejudice to such rights of set-off, combination, lien and other rights whatsoever conferred on the Chargee by law or under the Deed), and</p> <p>(b) transfer any sum or sums standing to the credit of any accounts of the Chargor with the Chargee, of whatever nature and in whatever currency denominated, in or towards satisfaction of any sums due and payable from the Chargor to the Chargee under the Deed or in or towards satisfaction of the Secured Obligations</p> <p>(c) or, if the obligations are in different currencies, convert either obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off</p> <p>2 UNDERTAKINGS</p> <p>2 1 Undertakings</p> <p>(a) <u>Possession of Property</u></p> <p>Pursuant to clause 5 1(b) of the Deed, the Chargor has undertaken with the Chargee that during the continuance of the security the Chargor shall (other than in relation to MCSL) not without the prior consent in writing of the Chargee dispose of the Property or any estate or interest in it or grant any lease, part with possession or share occupation of the whole or any part of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof (or agree to do any of these things),</p> <p>(b) <u>Security Interests and disposals</u></p> <p>Pursuant to clause 5 1(d) of the Deed, the Chargor has undertaken with the Chargee that during the continuance of the security the Chargor shall not (without the prior written consent of the Chargee)</p> <p>(i) create or purport to create or permit to subsist any mortgage, debenture, charge or pledge upon or permit any Security Interest to arise on or affect any part of the Charged Assets (save for any Permitted Security), or</p> <p>(ii) dispose of any of the Charged Assets or agree to do so</p> <p>CONTINUED ON CONTINUATION SHEET</p>	

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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	3	FURTHER ASSURANCE
	3.1	Further assurance
		Pursuant to clause 6 1 of the Deed, subject to the terms of the Intercreditor Deed, the Chargor has undertaken that the Chargor shall, if and when at any time required by the Chargee, at its own cost execute such further Security Interests and assurances in favour of the Chargee and do all such acts and things as the Chargee shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by the Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same
	4	INDEMNITIES; COSTS AND EXPENSES
	4.1	Enforcement costs
		Pursuant to clause 10 1 of the Deed, the Chargor has undertaken with the Chargee to pay on demand all costs, charges and expenses incurred by the Chargee or by any Receiver in or about the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Charged Assets on a full indemnity basis
	5	POWER OF ATTORNEY
	5.1	Power of attorney
		Pursuant to clause 12 1 of the Deed, the Chargor by way of security has irrevocably appointed each of the Chargee and any Receiver severally to be its attorney in its name and on its behalf
		<ul style="list-style-type: none"> (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 Charged Assets 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 document referred to in clause 6 of the Deed (<i>Further Assurance</i>), 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 Charged Assets or any part thereof or in connection with any other exercise of any power under the Deed,
		provided that neither the Chargee nor any Receiver shall exercise any of their rights under this clause 12 1 of the Deed at any time whilst no Event of Default is continuing
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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

6.1 Ratification

Pursuant to clause 12.2 of the Deed, the Chargor ratified and confirmed and agreed to ratify and confirm all acts and things which any attorney as is mentioned in clause 12.1 of the Deed shall lawfully do or purport to do in the exercise or purported exercise of his powers under such clause

6.2 Irrevocable

Pursuant to clause 12.3 of the Deed, the Chargor has acknowledged that the power of attorney hereby granted to the Chargee and its delegates and substitutes is granted irrevocably and for value as part of the security constituted by the Deed to secure the proprietary interests of and the performance of obligations owed to the respective donees within the meaning and for the purposes of the Powers of Attorney Act 1971

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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	<p>For the purpose of this Additional Information</p> <p>"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 a Security Interest,</p> <p>"Event of Default" means any event specified as such in clause 16 of the Master Murabaha Agreement,</p> <p>"Financial Indebtedness" means any indebtedness for or in respect of</p> <ul style="list-style-type: none"> (a) moneys borrowed, (b) any acceptance credit (including any dematerialised equivalent), (c) any bond, sukuk, note, debenture, loan stock or other similar instrument, (d) any redeemable preference share, (e) any agreement treated as a finance or capital lease, (f) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis), (g) the acquisition cost of any asset or service to the extent payable before or after its acquisition or possession by the party liable where the advance or deferred payment (h) is arranged primarily as a method of raising finance or of financing the acquisition of that asset or service or the construction of that asset or service, or (i) involves a period of more than three (3) months before or after the date of acquisition or supply, (j) any derivative transaction protecting against or benefiting from fluctuations in any rate or price (and, except for non-payment of an amount, the then mark-to-market value of the derivative transaction will be used to calculate its amount), (k) any other transaction (including any Islamic financing or any forward sale or purchase agreement) which has the commercial effect of a borrowing, (l) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, letter of credit or any other instrument issued by a bank or financial institution, or (m) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any item referred to in the above paragraphs, <p>"Security Interest" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind.</p>	
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"Receiver" means any one or more receivers and/or managers appointed by the Chargee pursuant to the Deed in respect of the Chargor or over all or any of the Charged Assets,

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7954843
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 14
SEPTEMBER 2012 AND CREATED BY MCLAREN CAMBRIDGE
(GENERAL PARTNER) LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY 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