

**MCLAREN CARS LIMITED**  
**COMPANY NUMBER: 01887992**

(the "Company")

**SOLE MEMBER'S WRITTEN RESOLUTIONS**

Circulation Date 9 November 2012 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that

- 1 Resolutions 1 to 4 (inclusive) are passed as ordinary resolutions, and
- 2 Resolution 5 is passed as a special resolution

(the "Resolutions")

**ORDINARY RESOLUTIONS**

1. THAT it will promote the success of the Company for the benefit of its members as a whole, and it is in the best interest of the Company's business, and to the Company's commercial benefit and advantage, for the Company to enter into an amendment and restatement agreement (the "**Amendment and Restatement Agreement**") to be entered into by each of the parties to a facilities agreement dated 25 March 2011 and entered into between McLaren Group Limited (the "**Parent**") as original borrower and original guarantor, certain subsidiaries of the Parent, including the Company, as original guarantors, and HSBC Bank plc as lender (the "**Facilities Agreement**"), the terms of which will be set out in the Facilities Agreement as amended and restated by the Amendment and Restatement Agreement (the "**Restated Facilities Agreement**", together with the Amendment and Restatement Agreement, the "**Documents**"),
2. THAT the Company should and is hereby authorised to enter into and execute the Amendment and Restatement Agreement, and
3. THAT the Company should and is hereby authorised to enter into and execute all such other deeds, certificates, instruments, notices, consents, requests, mandates and other documents to be executed in connection with the Documents, and take any action that is considered necessary or desirable in connection with the Documents, including for the avoidance of doubt agreeing, executing or delivering any ancillary documents as may be required, and
4. THAT notwithstanding any provisions of the articles of association of the Company or any personal interest of any of the Company's directors, the Company's directors be and are hereby empowered, authorised and directed to execute and deliver the Amendment and Restatement Agreement for and on behalf of the Company (in such manner and subject to such changes as the directors, in their absolute discretion, think fit)

**SPECIAL RESOLUTION**

- 5 THAT the articles of association of the Company be amended by the addition of the following Article as new article 50A

"50A Notwithstanding any other provision of these Articles

THURSDAY



- (i) the Company shall not have a lien on any share which is the subject of a Security Interest in favour of a Financial Institution (each as defined below), and
- (ii) the Directors shall not decline to register any transfer of Shares and may not suspend registration of such Shares where such transfer

(A) is to

- (i) a bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets or to an affiliate thereof (any such entity a "**Financial Institution**") or an agent or trustee for any Financial Institution where a Security Interest has been or purported to be granted over those Shares (each a "**Security**") that benefits a Financial Institution, and /or
- (ii) a company or other entity to whom such Shares are transferred at the direction of a Financial Institution and/or any administrative receiver, administrator, receiver or receiver and manager or similar entity (a "**Receiver**") pursuant to powers granted to it under the Security, and

(B) is delivered to the Company for registration in order to perfect or protect any Security of a Financial Institution, or

(C) is executed by a Financial Institution or Receiver pursuant to a power of sale or other such power under any Security

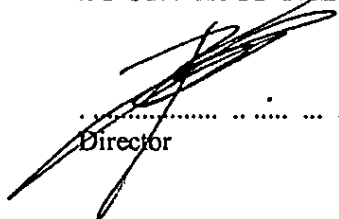
The following definitions apply for the purposes of this Article 50A

"**Security Interest**" means any mortgage, charge, pledge, lien, right of set-off, encumbrance or other security interest whatsoever, however created or arising (including any analogous security interest under the laws of any jurisdiction outside England and Wales.

"**Shares**" means the ordinary shares in the capital of the Company from time to time

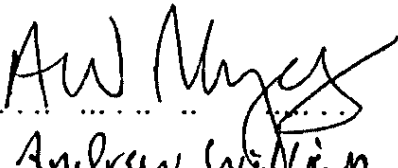
Please read the Notes at the end of this document before signifying your agreement to the Resolutions below

**BY ORDER OF THE BOARD**

  
.....  
Director

## AGREEMENT

I THE UNDERSIGNED, being the sole member of the Company entitled to vote on the Resolutions on the Circulation Date, HEREBY IRREVOCABLY AGREE to each of the Resolutions

...   
Name: Andrew William Myers  
duly authorised signatory for and on behalf of McLaren Group Limited  
Dated 9 November 2012

## NOTES

- 1 To signify your agreement to the Resolutions you should sign and date this document where indicated above and return it to the Company by delivering the signed copy by hand or by returning the signed copy by post to the Company Secretary at McLaren Technology Centre, Chertsey Road, Woking, Surrey GU21 4YH
- 2 Once you have signified your agreement to the Resolutions, you may not revoke your agreement
- 3 Unless, by 28 days following the Circulation Date, sufficient agreement has been received for the Resolutions to pass, they will lapse
- 4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document
- 5 A copy of this document was sent to the Company's auditors on the Circulation Date