

MR01

Particulars of a charge

5 3 3 3 1 5 / 13

laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page


You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge
delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery

 You **must** enclose a certified copy of the instrument with this form This
scanned and placed on the public record **Do not send the original.**

THURSDAY



A599XTEH

A09

16/06/2016

#260

COMPANIES HOUSE

For official use

1

Company details

Company number 0 1 9 6 7 7 1 7
Company name in full McLaren Automotive Limited

10

Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 1 0 6 2 0 1 6

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name The Royal Bank of Scotland plc

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument Brief description ✓ Freehold land at McLaren Production Centre, Chertsey Road, Woking, Surrey (Title number SY802509) For more details of land and intellectual property charged please refer to the instrument	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature ✓ X Macfarlane LLP X This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge



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. The contact information you give will be visible to searchers of the public record.

Contact name **Dominic Griffin**

Company name **Macfarlanes LLP**

Address **20 Cursitor Street**

Post town

County/Region **London**

Postcode **E C 4 A 1 L T**

Country **UK**

DX DX No. **138 Chancery Lane**

Telephone **+44 (0)20 7831 9222**



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1967717

Charge code: 0196 7717 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th June 2016 and created by MCLAREN AUTOMOTIVE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th June 2016

Given at Companies House, Cardiff on 24th June 2016

(94)



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

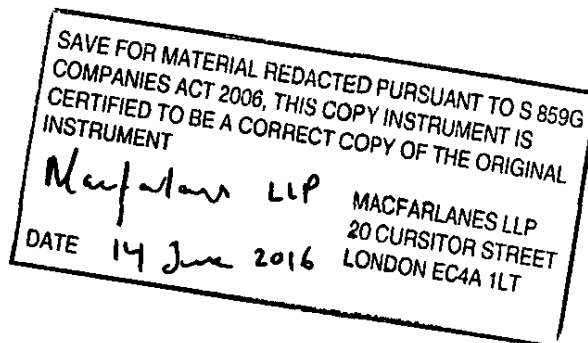
Date

10 June

2016

MCLAREN AUTOMOTIVE LIMITED
as Original Chargor

THE ROYAL BANK OF SCOTLAND PLC
as Security Agent



SECURITY AGREEMENT

This deed is subject to the terms of the Intercreditor Agreement

MACFARLANES

Macfarlanes LLP
20 Cursitor Street
London EC4A 1LT

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DATE

10 June

2016

PARTIES

- 1 **MCLAREN AUTOMOTIVE LIMITED**, a company incorporated in England and Wales with registered number 01967717 whose registered office is at McLaren Technology Centre, Chertsey Road, Woking, Surrey GU21 4YH (the "**Original Chargor**"), and
- 2 **THE ROYAL BANK OF SCOTLAND PLC** as agent and trustee for the Secured Parties (as defined below) (the "**Security Agent**")

BACKGROUND

- A Pursuant to an amendment and restatement agreement dated on or about the date of this deed between, amongst others, the Original Chargor, Abbey National Treasury Services plc, Barclays Bank PLC, HSBC Bank plc and The Royal Bank of Scotland plc, the parties agreed to amend the Senior Facility Agreement in order to, amongst other things, increase the Total Commitments and extend the Termination Date
- B The Chargors are entering into this deed in connection with the Finance Documents
- C The Security Agent and the Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1 **Definitions and interpretation**

1.1 **Definitions**

Unless otherwise provided in this deed, terms defined in the Senior Facility Agreement shall have the same meaning where used in this deed

In addition, in this deed, unless the context otherwise requires, the following words shall have the following meanings

Accounts: all accounts, and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by any Chargor or in which any Chargor has an interest,

Additional Chargor: any person which becomes a Chargor by executing a Deed of Accession,

Administrator: a person appointed in accordance with Schedule B1 of the Insolvency Act 1986 to manage a Chargor's affairs, business and property,

Assigned Agreements each Hedging Agreement and the Brand Assignment,

Charged Assets all the assets for the time being subject to the Security created by this deed (and references to the Charged Assets include references to any part of them),

Chargor: the Original Chargor or an Additional Chargor,

Controlling Interest: the power (whether by ownership of shares, proxy, contract or otherwise) to procure that all consents, waivers, approvals, permissions and amendments to the articles of association or other constitutional documents of a Securities Issuer which are necessary for the transfer of the Securities to the Security Agent or its nominee or to a purchaser on enforcement of this Deed are obtained or granted,

Debts: all book and other debts, of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to any Chargor or in which any Chargor has an interest and the proceeds of the same, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same,

Declared Default: an Event of Default which has resulted in the Agent exercising any of its rights under clause 26 20 (*Acceleration*) of the Senior Facility Agreement,

Deed of Accession: a deed substantially in the form of schedule 6,

Design Rights: all interests in respect of any design right, whether registered or unregistered, and any registrations, extensions, renewals or applications for the same now or at any time hereafter (and from time to time) owned or held by any Chargor or in which any Chargor has an interest, including those design rights so detailed in schedule 3 (*Design Rights*) hereof or schedule 3 (*Design Rights*) of any Deed of Accession,

Equipment: all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by any Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same,

Excluded Property: is defined in clause 3 5 (*Leasehold security restrictions*),

Existing Debenture: the debenture dated 23 December 2014 between the Original Chargor and the Security Agent

Floating Charge Assets: all the assets for the time being subject to the floating charge created by this deed (and references to the Floating Charge Assets include references to any part of it),

Goodwill: all goodwill now or at any time hereafter (and from time to time) of or in a Chargor,

Insolvency Event: the occurrence of any of the events or circumstances set out in clauses 26 6 (*Insolvency*) – 26 8 (*Creditor's Process*) (inclusive) of the Senior Facility Agreement,

Insurance Policies: all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties,

Intellectual Property all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by any Chargor or (to the extent of its interest) in which any Chargor has an interest,

LPA: the Law of Property Act 1925,

Material Equipment: each item of Equipment with a book or market value which exceeds £50,000,

Patents: all interests in respect of any patents and patent applications, including any continuations, continuations in part, extensions, reissues, divisions and including any patents, supplementary protection certificates and similar rights that are based on or derive from the foregoing now or at any time hereafter (and from time to time) owned or held by a

Chargor or in which any Chargor has any interest, including those patents so detailed in schedule 4 (*Patents*) hereof or schedule 3 (*Patents*) of any Deed of Accession,

Pension Fund Interests: all interests and rights now or at any time hereafter (and from time to time) owned or held by any Chargor in relation to any pension fund,

Properties: all estates or interests in any freehold and leasehold properties (other than any Short Leasehold Properties) (whether registered or unregistered) and all commonhold or other immovable properties now or at any time hereafter (and from time to time) owned by any Chargor (including the properties which are briefly described in schedule 1 (*Properties currently owned*)),

Property Interests: all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time hereafter (and from time to time) owned or held by any Chargor,

Receiver: a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of any Chargor,

Registered Design Right: all interests of a Chargor in respect of any design right registration or application now or at any time hereafter (and for time to time) including those registrations and/or applications detailed in schedule 3 (*Design Rights*) hereof or schedule 3 (*Design Rights*) of any Deed of Accession,

Registered Trade Mark: all interests of a Chargor in respect of any trade mark registration or application now or at any time hereafter (and for time to time) including those registrations and/or applications detailed in schedule 5 (*Trade Marks*) hereof or schedule 5 (*Trade Marks*) of any Deed of Accession,

Restrictions Notice: a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006,

Secured Liabilities: all present and future liabilities and obligations at any time due, owing or incurred by each Obligor to any Secured Party under or in connection with the Finance Documents, both actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity,

Securities: all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by any Chargor, or in which any Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof and, for the avoidance of doubt, all allotments offered or arising in respect thereof or incidental thereto,

Securities Issuer: the issuer of any Securities,

Security Period: the period starting on the date of this deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full,

Senior Facility Agreement: the revolving facility agreement originally dated 23 December 2014 and made between, among others, McLaren Automotive Limited as the Company and The Royal Bank of Scotland plc as Agent and Security Agent and Barclays Bank PLC, HSBC Bank plc, Santander UK plc and National Westminster Bank plc as Original Lenders as amended by an amendment and restatement agreement dated on or about the date of this deed,

Short Leasehold Property: all leasehold property beneficially owned by a Chargor which is at a rack-rent with a lease for a remaining term of less than 15 years,

Trade Marks: all interests in respect of any trade marks, whether registered or unregistered, and any registrations, extensions, renewals or applications for the same now or at any time hereafter (and from time to time) owned or held by any Chargor or in which any Chargor has an interest, including those trade marks so detailed in Schedule 5 (*Trade Marks*) hereof or schedule 5 (*Trade Marks*) of any Deed of Accession,

Warning Notice: a "warning notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006

Uncalled Capital: all the uncalled capital now or at any time hereafter (and from time to time) of a Chargor

1 2 Construction

1 2 1 Unless otherwise provided in this deed, the provisions of clause 1 2 (*Construction*) of the Senior Facility Agreement apply to this deed as though they were set in full in this deed, *mutatis mutandis*

1 2 2 In this deed (unless the context requires otherwise) any reference to

1 2 2 1 each Chargor, each Secured Party, each Finance Party, each Obligor, any Securities Issuer, any Administrator or Receiver or any other person shall be construed so as to include their successors in title, permitted assigns, permitted transferees and (in the case of any Administrator or Receiver) lawful substitutes and/or replacements,

1 2 2 2 a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of any Finance Document or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent,

1 2 2 3 "assets" includes present and future properties, revenues and rights of every description,

1 2 2 4 the Security constituted by this deed becoming "enforceable" shall mean that the Security created under this deed has become enforceable under clause 12 1 (*Enforcement events*),

1 2 2 5 "owned" includes having legal or equitable title to or a right to have legal or equitable title transferred,

1 2 2 6 "law" includes the common law, any statute, bye-law, regulation or instrument and any kind of subordinate legislation, and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given pursuant to any of the foregoing,

1 2 2 7 a provision of law is a reference to that provision as amended or re-enacted from time to time,

1 2 2 8 a time of day is a reference to London time,

1 2 2 9 any gender includes a reference to the other genders,

1 2 2 10 the singular includes a reference to the plural and vice versa, and

1 2 2 11 a clause or schedule is to a clause or schedule (as the case may be) of or to this deed

1 2 3 Clause and schedule headings are for ease of reference only

1 3 **Nature of security over real property**

A reference in this deed to any freehold, leasehold or commonhold property includes

1 3 1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property,

1 3 2 the proceeds of sale of any part of that property, and

1 3 3 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that property or any monies paid or payable in respect of those covenants

1 4 **Secured Liabilities**

References in this deed to the Secured Liabilities shall be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing

2 **Covenant to pay; Further advances**

2 1 **Covenant to pay**

Each Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due in accordance with the terms of the Finance Documents, whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors

2 2 **Potential invalidity**

Neither the covenant to pay in clause 2 1 (*Covenant to pay*) nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law

2 3 **Further advances**

This deed secures further advances made under or pursuant to the terms of the Finance Documents and the Lenders are, subject to and upon the terms and conditions of the Finance Documents, under an obligation to make further advances

3 Grant of security

3 1 Fixed security

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee hereby

3 1 1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 1 (*Properties currently owned*) opposite its name,

3 1 2 charges to the Security Agent (as trustee for the Secured Parties), by way of fixed charge, all its

3 1 2 1 Properties acquired by it after the date of this deed,

3 1 2 2 Property Interests,

3 1 2 3 Equipment,

3 1 2 4 Securities,

3 1 2 5 Intellectual Property (excluding Design Rights, Patents and Trade Marks),

3 1 2 6 Design Rights,

3 1 2 7 Patents,

3 1 2 8 Trade Marks,

3 1 2 9 Debts,

3 1 2 10 Accounts,

3 1 2 11 Pension Fund Interests,

3 1 2 12 Goodwill and Uncalled Capital, and

3 1 2 13 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3 1 1-3 1 4 inclusive,

3 1 3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely all of its right, title and interest in and to the Insurance Policies, provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the request and cost of the relevant Chargor re-assign the relevant rights, title and interest in the assigned assets to that Chargor (or as it shall direct), and

3 1 4 assigns to the Security Agent (as trustee for the Secured Parties) absolutely the benefit of the Assigned Agreements to which it is a party and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements, provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the request and cost of the relevant Chargor re-assign the relevant rights, title and interest in the assigned assets to that Chargor (or as it shall direct)

3 2 Floating security

3 2 1 Floating charge

As a continuing security for the payment or discharge of the Secured Liabilities, each Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of floating charge, (a) all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to clauses 3 1 1-3 1 4 inclusive above and (b) all its assets situated in Scotland

3 2 2 Qualifying floating charge

Schedule B1 paragraph 14 of the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this deed

3 2 3 Automatic conversion of floating charge

Notwithstanding anything express or implied in this deed, and without prejudice to any law which may have similar effect, if

3 2 3 1 a Declared Default has occurred, or

3 2 3 2 any Chargor creates or attempts to create any Security (other than as permitted under the terms of the Senior Facility Agreement) or any trust in favour of another person over any Floating Charge Asset,

3 2 3 3 any Chargor disposes or attempts to dispose of any Floating Charge Asset other than as permitted under the terms of the Senior Facility Agreement or in the ordinary course of its trading, or

3 2 3 4 an Insolvency Event has occurred in relation to a Chargor

the floating charge created by this deed will automatically and immediately (without notice) be converted into a fixed charge over

(i) in the case of clauses 3 2 3 1 and 3 2 3 4 above, all the Floating Charge Assets, and

(ii) in the case of clauses 3 2 3 2 and 3 2 3 3 above, the relevant Floating Charge Asset

3 2 4 Conversion of floating charge by notice

Notwithstanding anything express or implied in this deed, if

3 2 4 1 a Declared Default has occurred, or

3 2 4 2 the Security Agent considers (in its sole discretion, acting reasonably) that any Floating Charge Assets are in jeopardy,

the Security Agent may at any time thereafter, by notice to a Chargor, convert the floating charge created by this deed with immediate effect into a fixed charge over all or any of the Floating Charge Assets of the relevant Chargor specified in such notice (but without prejudice to the Security Agent's rights to serve a notice in respect of any other Floating Charge Assets and any other rights of the Security Agent whatsoever)

3 2 5 Assets acquired after any floating charge conversion

Any asset acquired by any Chargor after any conversion of the floating charge created under this deed, in accordance with clauses 3 2 3 or 3 2 4 above which but for such conversion would be subject to a floating charge shall, (unless the Security Agent confirms in writing to the contrary) be charged to the Security Agent (as trustee for the Secured Parties) by way of first fixed charge

3 2 6 Reconversion of fixed charge assets into floating charge assets

The Security Agent may at any time after any conversion of the floating charge created under this deed over any Charged Assets into a fixed charge in accordance with clauses 3 2 3 (*Automatic Conversion of floating charge*) or 3 2 4 (*Conversion of floating charge by notice*) reconvert such fixed charge into a floating charge by notice to the relevant Chargor

3 3 Title documents

The Original Chargor shall on the execution of this deed, and each Additional Chargor shall, on the date of the relevant Accession Deed (or in each case, if later, promptly and in any event within five Business Days following the date of acquisition of the relevant Charged Assets) deposit with the Security Agent (and the Security Agent shall during the continuance of this security be entitled to hold)

3 3 1 all deeds and documents of title relating to the Charged Assets as the Security Agent (acting reasonably) may from time to time request, and

3 3 2 all certificates relating to the Securities and such instruments of transfer in blank and other documents as the Security Agent (acting reasonably) may from time to time request,

in each case to the extent not already deposited with the Security Agent pursuant to the terms of the Existing Debenture and, to the extent so deposited, the Security Agent shall treat these documents as being deposited under the terms of this deed as well as under the Existing Debenture

3 4 Security notices

Each Chargor shall promptly, and in any event within five Business Days following (i) the execution of this deed or (ii) in the case of an Additional Chargor, the execution of the relevant Accession Deed or, (iii) in the case of any Insurance Policy taken out, any Assigned Agreement entered into (or designated as such in accordance with this deed) or any Account opened, in each case by any Chargor after its execution of or accession to this deed, the date (as applicable) on which such Insurance Policy is taken out, such Assigned Agreement is entered into (or designated as such) or such Account is opened)

3 4 1 give notice in the form set out in part 1 of schedule 7 (*Form of notice to insurers*) to the relevant insurers of the assignment pursuant to clause 3 1 3 (*Fixed security*) of its rights and interest in and under the Insurance Policies and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 7 (*Form of acknowledgement from insurers*), and

3 4 2 give notice in the form set out in part 1 of schedule 8 (*Form of notice to counterparties of Assigned Agreements*) to the other parties to the Assigned Agreements to which it is a party of the assignment pursuant to clause 3 1 4 (*Fixed security*) of its rights and interest in and under the Assigned Agreements and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 7 (*Form of acknowledgement from counterparties to Assigned Agreements*), and

- 3 4 3 give notice in the form set out in part 1 of schedule 9 (*Form of notice of charge to third party bank*) to any bank, financial institution or other person of charging to the Security Agent pursuant to clause 3 1 2 10 of its rights and interests under such accounts and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 9 (*Form of acknowledgement from third party bank*)

3 5 Leasehold security restrictions

- 3 5 1 There shall be excluded from the Security created by this deed, and from the operation of clause 4 1 (*Restrictions on dealing*) and clause 16 5 (*Further Assurance*) any leasehold property held by a Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property (each an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained
- 3 5 2 For each Excluded Property, each relevant Chargor undertakes to
- 3 5 2 1 apply for the relevant consent or waiver of prohibition or conditions within 10 Business Days of the date of this deed (in relation to Excluded Property owned at the date of this deed) or within 10 Business Days of the relevant Chargor acquiring the relevant Excluded Property (if otherwise) and, to use all reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,
- 3 5 2 2 upon reasonable request, keep the Security Agent informed of its progress in obtaining such consent or waiver, and
- 3 5 2 3 promptly following receipt of such consent or waiver and upon reasonable request provide the Security Agent with a copy
- 3 5 3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3 1 1, clause 3 1 2 1 or clause 3 1 2 2 (*Fixed security*) as the case may be. If required by the Security Agent (acting reasonably) at any time following receipt of that waiver or consent, the relevant Chargor will execute a further valid fixed charge in such form as the Security Agent shall require but on terms no more onerous to the Chargor than those set out in this deed

4 Restrictions on dealing

4 1 Negative pledge and restriction on disposal

Each Chargor hereby covenants with the Security Agent that it will not at any time except in accordance with the terms of the Senior Facility Agreement

- 4 1 1 create or purport to create or permit to subsist any Security other than Security permitted under the terms of the Senior Facility Agreement on or in relation to the Charged Assets, or
- 4 1 2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets other than by way of a disposal as permitted under the terms of the Senior Facility Agreement

4 2 Land Registry restriction

4 2 1 In respect of Property situated in England and Wales, charged by way of legal mortgage under this deed and registered at the Land Registry each Chargor hereby consents to the Security Agent applying to the Land Registry for a restriction to be entered on the register of its title to such Property 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 charge dated [] in favour of The Royal Bank of Scotland plc referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"

4 2 2 Each Chargor authorises the Security Agent to make any application which it deems appropriate for the designation of this deed or any other Finance Document as exempt information document under rule 136 Land Registration Rules 2003 and will use all reasonable endeavours to assist with any such application made by or on behalf of the Security Agent Each Chargor will notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 Land Registration Rules 2003 for the disclosure of this deed or any other Finance Document, following its designation as an exempt information document and will not make any application under rule 138 Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document

5 Debts and Accounts

5 1 Preservation of debts

Each Chargor shall not, except as permitted under the terms of the Senior Facility Agreement, sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as hereinafter expressly provided

5 2 Realising debts

Each Chargor shall

5 2 1 as agent for the Security Agent, collect in and realise all Debts in the ordinary course of its business, pay the proceeds into the Accounts forthwith upon receipt and, pending that payment, hold those proceeds in trust for the Security Agent (in each case unless otherwise agreed with the Security Agent or provided for in the Senior Facility Agreement), and

5 2 2 if called upon so to do by the Security Agent following an Event of Default which is continuing, execute a legal assignment of the Debts to the Security Agent (as trustee for the Secured Parties) in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred,

5 3 Accounts

5 3 1 If a Chargor opens or procures the opening of any Account at any time after the date of this Deed (or, in the case of an Additional Chargor, following the date of the relevant Accession Deed), it shall give written notice to the Security Agent as soon as is practicable following the opening of such Account Such Account shall, and the Chargor shall procure that it shall, stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3 1 2-10 (*Fixed charge*) and the Chargor shall procure that notice to the relevant bank or financial institution is served in accordance with clause 3 4 3 (*Security notices*) and shall use all reasonable endeavours to procure that each

addressee of such notice will provide an acknowledgement in accordance with clause 3.4.3 (*Security notices*)

5.4 Withdrawals

After the security constituted by this deed has become enforceable, each Chargor shall comply with any notice served by the Security Agent on that Chargor prohibiting it from withdrawing all or any monies from time to time standing to the credit of any of its Accounts except with the prior consent of the Security Agent

6 Properties

Each Chargor hereby covenants with the Security Agent that it will

6.1 Maintenance

keep all buildings on each Property and all fixtures belonging to it thereon and therein in good and substantial repair and condition (fair wear and tear excepted),

6.2 Preservation of property and fixtures

not without the prior consent of the Security Agent

6.2.1 pull down or remove the whole or any material part of any buildings forming part of any Property,

6.2.2 make any material alterations to any Property, or

6.2.3 sever or unfix or remove any of the fixtures thereto to the extent that it could reasonably be expected to materially adversely affect the Secured Parties' interest in the relevant Property (except for the purpose of effecting necessary repairs thereto)

6.3 Information

6.3.1 within five Business Days after becoming aware thereof give full particulars to the Security Agent of any notice, order, direction, designation, resolution or proposal having specific application to any Property or to the locality in which it is situated given or made by any planning authority or other public body or authority whatsoever to the extent that it could reasonably be expected to materially adversely affect the Secured Parties' interest in the relevant Property, and

6.3.2 if reasonably required by the Security Agent, forthwith and at the cost of such Chargor take all steps to comply with any such notice, order, direction, designation or resolution and make or join with the Security Agent in making such objections or representations in respect of any such proposal as the Security Agent may desire, to the extent that any failure to do so could reasonably be expected to materially adversely affect the Secured Parties' interest in the relevant Property,

6.4 Compliance with obligations

6.4.1 observe and perform in all material respects all covenants, stipulations and conditions to which each Property or the user thereof is now or may hereafter be subjected,

6.4.2 observe and perform in all material respects all covenants and conditions on its part contained in any lease, agreement for lease, licence or other agreement under which any Property or part of any Property is held,

- 6 4 3 promptly pay all taxes, fees, duties, rates, charges and other outgoings in respect of the Properties, except only to the extent otherwise expressly permitted under clause 25 4 (*Taxation*) of the Senior Facility Agreement,
- 6 5 **Maintenance of interests in Properties**
- not without the prior consent of the Security Agent or as permitted under the terms of the Senior Facility Agreement
- 6 5 1 grant or agree to grant any licence or tenancy affecting any Property or part of a Property,
- 6 5 2 exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by ss 99 or 100 LPA, or
- 6 5 3 in any other way dispose or agree to dispose of or surrender or create any legal or equitable estate or interest in any Property or any part thereof,
- 6 6 **Registration restrictions**
- procure that no person shall be registered under the Land Registration Act 2002 as proprietor of any Property or any part thereof without the prior consent of the Security Agent,
- 6 7 **Development restrictions**
- not without the prior consent of the Security Agent carry out or permit or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the user of any Property,
- 6 8 **No restrictive obligations**
- not without the prior consent of the Security Agent enter into any onerous or restrictive obligations affecting any material part of any Property or create or permit to arise any overriding interest or easement or right whatsoever in or over any material part of any Property which could reasonably be expected to materially adversely affect the Secured Parties' interest in that Property,
- 6 9 **Proprietary rights**
- procure that no person shall become entitled to assert any proprietary or other like right or interest over any Property or any part thereof without the prior consent of the Security Agent,
- 6 10 **Inspection**
- if an Event of Default is continuing or the Security Agent reasonably believes an Event of Default is continuing or may occur, permit the Security Agent, any Administrator and any Receiver (as each of those terms is defined in clause 13 1 (*Appointment of Administrator or Receiver*)) and any person appointed by either of them to enter upon and inspect any Property upon reasonable prior notice, and
- 6 11 **Property acquisitions**
- if it acquires any freehold or leasehold property, whether registered or unregistered (other than any Short Leasehold Property)
- 6 11 1 inform the Security Agent promptly of such acquisition,
- 6 11 2 as soon as reasonably practicable, but in any event within 30 Business Days, following request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in such form as the Security Agent may require

and on terms no more onerous to the relevant Chargor than those set out in this deed, and

- 6 11 3 comply with all registration requirements resulting from the acquisition of such property and the creation of Security over such property pursuant to this deed and the legal mortgage (or other Security) referred to above

7 Equipment

Each Chargor hereby covenants with the Security Agent as follows

7 1 Maintenance of Equipment

to maintain the Equipment in good and serviceable condition (fair wear and tear excepted),

7 2 Payment of Equipment costs

promptly to pay all fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Material Equipment and on demand produce evidence thereof to the Security Agent,

7 3 Equipment information

Following the occurrence of a Declared Default, or where the Security Agent reasonably believes that an item of Equipment is in jeopardy, to give the Security Agent such information concerning the location, condition, use and operation of the Equipment as the Security Agent may reasonably require and upon reasonable request to permit any persons designated by the Security Agent at all reasonable times to inspect and examine the Equipment and the records maintained in connection therewith,

7 4 Notice of Charge

if so requested by the Security Agent, place and maintain on each item of Material Equipment, in a conspicuous place, a clearly legible identification plate containing the following wording

"NOTICE OF CHARGE

This [*description of item*] and ancillary equipment is subject to a fixed charge dated [] in favour of The Royal Bank of Scotland plc "

8 Intellectual Property

Each Chargor hereby covenants with the Security Agent as follows

8 1 Preservation of rights

to take all action to safeguard and maintain its present and future rights in or relating to the Intellectual Property necessary for the business of the relevant Chargor and if requested to do so by the Security Agent, sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Intellectual Property which either record the existence of this deed or the restrictions on disposal imposed by this deed, and

8 2 Consents

Use all reasonable endeavours to promptly obtain any consent required for the creation of a fixed charge over any of the Intellectual Property

9 Securities

9 1 Registration of Securities

The Security Agent may at any time following a Declared Default cause any or all of the Securities to be registered in the name of the Security Agent or its nominee. Each Chargor agrees promptly to execute and deliver to the Security Agent all such transfers and other documents and do all such things as may be necessary or desirable to achieve such registration.

9 2 Additional registration obligations

9 2 1 Subject to clause 9 2 2 below, each Chargor hereby

9 2 1 1 grants and agrees to procure as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of association or other constitutional documents of any Securities Issuer or otherwise, for the transfer of the Securities to the Security Agent or its nominee or to a purchaser upon enforcement of this deed, and

9 2 1 2 agrees to procure the amendment of the share transfer provisions of each Securities Issuer's articles of association or other constitutional documents in such manner as the Security Agent may require in writing (acting reasonably) in order to permit such a transfer

9 2 2 In respect of any Securities Issuer in which a Chargor does not have a Controlling Interest, such Chargor shall use its reasonable endeavours to procure

9 2 2 1 that all consents, waivers, approvals and permissions which are necessary, under the articles of association or other constitutional documents of the Securities Issuer or otherwise, for the transfer of the Securities to the Security Agent or its nominee or to a purchaser upon enforcement of this deed are granted, and

9 2 2 2 the amendment of the share transfer provisions of such Securities Issuer's articles of association or other constitutional documents in such manner as the Security Agent may require in writing (acting reasonably) in order to permit such a transfer

9 3 Dividends and voting rights prior to enforcement

Until the security constituted by this deed becomes enforceable

- 9 3 1 all cash dividends or other cash distributions paid or payable in respect of the Securities may be paid directly to the relevant Chargor which shall be permitted to apply such dividends or distributions as it deems fit to the extent permitted by the Senior Facility Agreement and the Intercreditor Agreement,
- 9 3 2 any cash dividends or other cash distributions paid in respect of any of the Securities and received by the Security Agent or its nominee shall, on request by the relevant Chargor, be released and paid to such Chargor,
- 9 3 3 the relevant Chargor may exercise all voting and other rights and powers attaching to the Securities and exercisable by the relevant Chargor provided that the exercise of such voting and other rights and powers would not prejudice the Security Agent's security under this deed or the value of the Securities or contravene any Finance Document, and
- 9 3 4 the Security Agent will (to the extent that it has or will acquire any such rights or powers) exercise all voting and other rights and powers attaching to the Securities and exercisable by the Security Agent or its nominee as the relevant Chargor may from time to time direct provided that acting in accordance with such directions would not prejudice the Security Agent's security under this deed or the value of the Securities or contravene any Finance Document

9 4 **Dividends and voting rights post enforcement**

After the security constituted by this deed has become enforceable

- 9 4 1 all dividends and other distributions paid in respect of the Securities and received by any Chargor shall be held on trust for the Security Agent (as trustee for the Secured Parties) and forthwith paid into an Account or, if received by the Security Agent or its nominee, shall be retained by the Security Agent, and
- 9 4 2 the Security Agent may exercise, or direct the exercise of, all voting and other rights and powers attaching to the Securities as the Security Agent may in its absolute discretion think fit and each Chargor shall, and shall procure that its nominees shall, comply with any directions from the Security Agent concerning the exercise of such rights and powers

9 5 **Warning Notice or Restrictions Notice**

- 9 5 1 Each Chargor represents and warrants to the Security Agent that no Warning Notice or Restrictions Notice has been issued to it in respect of all or any part of the Securities and remains in effect
- 9 5 2 Each Chargor shall comply with any notice served on it in respect of all or any part of the Securities pursuant to part 21A of the Companies Act 2006 within the timeframe specified in that notice and shall deliver a copy of any Warning Notice or Restrictions Notice to the Security Agent promptly upon receipt

9 6 **Additional undertakings**

Each Chargor further undertakes to the Security Agent that it shall

- 9 6 1 duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by the Chargors that the Security Agent shall be under no liability whatsoever in respect of any such calls, instalments or other moneys,
- 9 6 2 not without the Security Agent's prior consent or unless permitted under the Senior Facility Agreement amend, or agree to the amendment of, the memorandum or articles of association of any Securities Issuer or the rights or liabilities attaching to any of the Securities in any way which could be

reasonably expected materially and adversely to affect the interests of the Lenders,

- 9 6 3 ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no Securities Issuer will
- 9 6 3 1 consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way (other than as permitted under the terms of the Senior Facility Agreement),
- 9 6 3 2 issue any new shares or stock (other than as permitted under the terms of the Senior Facility Agreement), or
- 9 6 3 3 refuse to register any transfer of any of its Securities which may be lodged for registration by or on behalf of the Security Agent or a Chargor in accordance with this deed, and
- 9 6 4 promptly give notice of this deed to any custodian of any Securities in any form which the Security Agent may reasonably require and use all reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require

10 **Representations and warranties**

Representations and warranties

Each Chargor represents and warrants to the Security Agent as follows

- 10 1 it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest in them,
- 10 2 nothing has arisen or has been created or is subsisting which would be an overriding interest in any Property,
- 10 3 there is no prohibition on assignment in any insurances, agreements or authorisations referred to in clause 3 1 3 or 3 1 4 (*Fixed security*), or the relevant clauses of them as the case may be, and the Chargors entering into this deed will not constitute a breach of any such insurances, agreements or authorisations, and
- 10 4 this deed creates the Security it purports to create and is not liable to be amended or otherwise set aside on its liquidation or otherwise

10 5 **Repetition**

The representations and warranties set out in clause 10 (*Representations and warranties*) will be deemed to be repeated by each Chargor on each day the Repeating Representations are deemed to be repeated by reference to the facts and circumstances then existing

10 6 **Notice of breach**

Each Chargor will promptly upon becoming aware of the same give the Security Agent notice in writing of any breach of any representation or warranty set out in clause 10 (*Representations and warranties*)

11 **Power to remedy**

- 11 1 If a Chargor is at any time in breach of any of its obligations contained in this deed, the Security Agent shall notify the Chargor and if the Chargor fails to remedy such breach within five Business Days the Security Agent shall be entitled (but shall not be bound) to remedy such breach and each Chargor hereby irrevocably authorises the Security Agent and its

agents to do all things necessary or reasonably considered by the Security Agent to be desirable in connection therewith

- 11 2 The rights of the Security Agent contained in this clause 11 are without prejudice to any other rights of the Security Agent hereunder and the exercise by the Security Agent of its rights under this clause shall not make the Security Agent liable to account as a mortgagee in possession

12 Enforcement

12 1 Enforcement events

12 1 1 The security constituted by this deed shall become immediately enforceable if a Declared Default occurs

12 1 2 After the security constituted by this deed has become enforceable, the powers of sale under the LPA and all other powers of the Security Agent shall immediately be exercisable and the Security Agent may in its absolute discretion enforce all or any part of the security created by this deed as it sees fit or as the Majority Lenders direct

12 2 Statutory power of sale

The statutory power of sale shall arise on and be exercisable at any time after the execution of this deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose), provided that the Security Agent shall not exercise such power of sale until the security constituted by this deed has become enforceable

12 3 Extension of statutory powers

12 3 1 Any restriction imposed by law on the power of sale (including under s 103 LPA) or on the right of a mortgagee to consolidate mortgages (including under s 93 LPA) does not apply to the security constituted by this deed and the Security Agent or any Receiver shall have the right to consolidate all or any of the security constituted by this deed with any other Security in existence at any time and to make any applications to the Land Registry in support of the same

12 3 2 Any powers of leasing conferred on the Security Agent or any Receiver by law are extended so as to authorise the Security Agent or any Receiver to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent or Receiver may think fit and without the need to comply with any restrictions conferred by law (including under ss 99 or 100 LPA)

12 4 No obligation to enquire

No person dealing with the Security Agent, any Administrator or any Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire

12 4 1 whether the security constituted by this deed has become enforceable,

12 4 2 whether any power exercised or purported to be exercised has become exercisable,

12 4 3 whether any money remains due under the Finance Documents,

12 4 4 as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Assets shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Assets, or

12 4 5 how any money paid to the Security Agent, Administrator or Receiver, or its agents or brokers is to be applied

12 5 No liability as mortgagee in possession

None of the Security Agent, any Administrator or any Receiver shall be liable

12 5 1 to account as mortgagee in possession in respect of all or any of the Charged Assets, or

12 5 2 for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable

12 6 Power to dispose of chattels

After the security constituted by this deed has become enforceable, the Security Agent, any Administrator or any Receiver may dispose of any chattels or produce found on any Property as agent for the relevant Chargor and, without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce the Security Agent, the Administrator or the Receiver shall be indemnified by such Chargor against any liability arising from such disposal

12 7 Redemption of prior Security Interests

At any time after the security constituted by this deed has become enforceable the Security Agent may

12 7 1 redeem any prior Security,

12 7 2 procure the transfer thereof to itself, and/or

12 7 3 may settle and pass the accounts of the prior encumbrancer and any account so settled and passed shall be conclusive and binding on the relevant Chargor and all monies paid by the Security Agent to the prior encumbrancer in accordance with such accounts shall as from such payment be due from such Chargor to the Security Agent on current account and shall bear interest and be secured as part of the Secured Liabilities

12 8 Restrictions on certain Notices

The Security Agent shall not give any notice referred to in paragraph (a) of each of the notices in the forms set out in part 1 of each of schedule 7, schedule 8 and paragraph 1 of schedule 9 unless and until an Event of Default has occurred and is continuing and the Security Agent has been instructed to serve such notice by the Agent

13 Administrator and Receiver

13 1 Appointment of Administrator or Receiver

At any time after

(a) the security constituted by this deed becomes enforceable,

(b) any corporate action or any other steps are taken or legal proceedings started by or in respect of the relevant Chargor with a view to the appointment of an Administrator, or

(c)) at the request of the relevant Chargor,

the Security Agent may without further notice, under seal or by writing under hand of a duly authorised officer of the Security Agent

13 1 1 appoint any person or persons to be an Administrator of any Chargor, or

13 1 2 appoint any person or persons to be a Receiver of all or any part of the Charged Assets of any Chargor, and

13 1 3 (subject to s 45 Insolvency Act 1986) from time to time remove any person appointed to be Receiver and appoint another in his place

13 2 More than one appointment

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Security Agent specifies to the contrary)

13 3 Additional powers

13 3 1 The powers of appointing an Administrator or a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Security Agent under the Insolvency Act 1986 and the LPA or otherwise and shall be exercisable without the restrictions contained in s 109 LPA or otherwise

13 3 2 The power to appoint an Administrator or a Receiver (whether conferred by this deed or by statute) shall be and remain exercisable by the Security Agent notwithstanding any prior appointment in respect of all or any part of the Charged Assets

13 4 Agent of the relevant Chargor

13 4 1 Any Administrator or Receiver shall be the agent of the relevant Chargor and the relevant Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him

13 4 2 No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of an Administrator or Receiver

13 5 Powers of Administrator and Receiver

A Receiver shall have (and shall be entitled to exercise), in relation to the Charged Assets over which he is appointed, and an Administrator shall have in addition to the powers he enjoys under Sched B1 Insolvency Act 1986, the following powers (as the same may be varied or extended by the provisions of this deed)

13 5 1 (in respect of a Receiver) all of the powers of an administrative receiver set out in Sched 1 Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),

13 5 2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA,

13 5 3 all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any relevant Chargor itself could do or omit to do, and

13 5 4 the power to do all things which, in the opinion of the Administrator or Receiver (as appropriate) are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Administrator or Receiver pursuant to this deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any relevant Chargor, the collection and/or realisation of Charged Assets in such manner and on such terms as the Administrator or Receiver sees fit, and the execution of documents in the name of the relevant Chargor (whether under hand, or by way of deed or by utilisation of the company seal of such Chargor))

14 Amounts received

14 1 Application of proceeds

The Receiver shall apply all monies received by him (other than insurance monies)

14 1 1 first in paying all rents, taxes, duties, rates and outgoings affecting any Charged Assets,

14 1 2 secondly in paying all costs, charges and expenses of and incidental to his appointment and the exercise of his powers and all outgoings paid by him,

14 1 3 thirdly in paying his remuneration (as agreed between him and the Security Agent),

14 1 4 fourthly in or towards discharge of the Secured Liabilities in such order and manner as provided for in the Intercreditor Agreement, and

14 1 5 finally in paying any surplus to the Chargors or any other person entitled to it

14 2 Section 109(8) Law of Property Act 1925

Neither the Security Agent nor any Receiver or Administrator shall be bound (whether by virtue of s 109(8) LPA, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities

14 3 Currencies of denomination

For the purpose of or pending the discharge of any of the Secured Liabilities the Security Agent may convert any monies received, recovered or realised by the Security Agent under this deed from their existing denominations and/or currencies of denomination into such other denominations and/or currencies of denomination as the Security Agent may think fit and any such conversion shall be effected at the Security Agent's then prevailing spot selling rate of exchange

14 4 Suspense account

All monies received recovered or realised by the Security Agent under this deed may at the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account and may be held in such account for so long as the Security Agent thinks fit pending the application from time to time (as the Security Agent shall be entitled to do as it may think fit) of such monies and accrued interest thereon (if any) in or towards the discharge of any of the Secured Liabilities

14 5 New accounts

If the Security Agent receives notice of any subsequent charge or other interest affecting all or part of the Charged Assets, the Security Agent may open a new account or accounts for the relevant Chargor in its books and (without prejudice to the Security Agent's right to combine accounts) no money paid to the credit of such Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities. If the Security Agent does not open a new account or accounts immediately on receipt of such notice then unless the Security Agent gives express notice to the contrary to the relevant Chargor as from the time of receipt of such notice by the Security Agent all payments made by the relevant Chargor to the Security Agent in the absence of any express appropriation by such Chargor to the contrary shall be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Liabilities

14 6 Security Agent set-off rights

If the Security Agent shall have more than one account for any Chargor in its books the Security Agent may at any time after the security constituted by this deed has become enforceable or the Security Agent has received notice of any subsequent charge or other interest affecting all or any part of the Charged Assets which is not permitted under the Finance Documents and without prior notice forthwith transfer all or any part of the balance standing to the credit of any such account to any other such account which may be in debit but the Security Agent shall (as soon as reasonably practicable) notify the relevant Chargor of the transfer having been made

15 Power of attorney and delegation

15 1 Power of attorney

Each Chargor hereby by way of security irrevocably appoints the Security Agent and (jointly and severally) each and every Administrator or Receiver of this deed to be the attorney of such Chargor and in its name and on its behalf (and as its act and deed or otherwise) after the occurrence of an Event of Default which is continuing and authorises such attorney to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument or act which such Administrator or Receiver or the Security Agent may consider expedient in the exercise of any of his or its powers or in respect of such Chargor's obligations under this deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971

15 2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm

15 2 1 all transactions entered into by the Security Agent and/or any Administrator or Receiver in the proper exercise of its or their powers in accordance with this deed, and

15 2 2 all transactions entered into by the Security Agent and/or any Administrator or Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act

15 3 The Security Agent and any Administrator or Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this deed (including the power of attorney), on such terms and conditions as it or he shall see fit which shall not preclude exercise of these powers, authorities or discretions by it or him or any revocation of the delegation or subsequent delegation

16 Protection of security and further assurance

16 1 Independent security

This deed shall be in addition to and independent of every other security or guarantee that the Security Agent or any other Secured Party may at any time hold for any of the Secured Liabilities. No prior security held by the Security Agent or any other Secured Party over the whole or any part of the Charged Assets shall merge in the security created by this deed

16 2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or discharge in whole or in part

16 3 No waivers; rights cumulative

No failure to exercise, nor delay in exercising, on the part of the Security Agent or any Secured Party, any right or remedy under this deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise, or the exercise of any other right or remedy. The rights and remedies of the Security Agent and each Secured Party provided in this deed are cumulative and not exclusive of any rights or remedies provided by law.

16 4 No Chargor set-off

Each Chargor waives any right of set-off it may have now or at any time in the future in respect of the Secured Liabilities (including sums payable by such Chargor under this deed).

16 5 Further assurance

16 5 1 Each Chargor shall, promptly upon request by the Security Agent or any Receiver or Administrator, at its own expense, take whatever action the Security Agent or a Receiver or Administrator may reasonably specify for

16 5 1 1 creating, perfecting or protecting any security intended to be created by or pursuant to this deed,

16 5 1 2 facilitating the realisation of any Charged Asset,

16 5 1 3 exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset, or

16 5 1 4 conferring on the Security Agent or on the Finance Parties, Security over any property or assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by, or pursuant, to this deed

16 5 2 This includes

16 5 2 1 the re-execution of this deed,

16 5 2 2 the execution of any legal mortgage, charge or assignment or (in each case following a Declared Default) transfer, conveyance or assurance in respect of any property, whether to the Security Agent or to its nominee, and

16 5 2 3 the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent (or the Receiver or Administrator, as appropriate) may reasonably require

16 6 Register of Design Rights

Each Chargor as registered proprietor (or otherwise) appoints the Security Agent as its agent to apply for the particulars of this deed and of the Secured Parties' interest in the Registered Design Rights to be registered under section 19(1) of the Registered Designs Act 1949, and entered in such other registers as the Security Agent considers appropriate in the United Kingdom or the European Union (but not in any individual Member State), and each Chargor agrees to execute all documents and forms required to enable those particulars to be entered on any such registers

16 7 Register of Patents

Each Chargor as registered proprietor (or otherwise) appoints the Security Agent as its agent to apply for the particulars of this deed and of the Secured Parties' interest in the Patents to be registered under section 33 of the Patents Act 1977, and entered in such other registers as the Security Agent considers appropriate in the United Kingdom or the European Union (but not in any individual Member State), and each Chargor agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Patents or any other such registers

16 8 Register of Trade Marks

Each Chargor as registered proprietor (or otherwise) appoints the Security Agent as its agent to apply for the particulars of this deed and of the Secured Parties' interest in the Registered Trade Marks to be registered under section 25(1) of the Trade Marks Act 1994, and such other registers as the Security Agent considers appropriate in the United Kingdom or the European Union (but not in any individual Member State), and each Chargor agrees to execute all documents and forms required to enable those particulars to be entered on any registers

17 Costs and indemnity

17 1 The provisions of clauses 20 (*Costs and expenses*) and 18 4 (*Indemnity to the Security Agent*) of the Senior Facility Agreement are incorporated into this deed as if set out in full *mutatis mutandis*

18 Miscellaneous

18 1 Benefit of Deed

The benefit of this deed will be held by the Security Agent on and subject to the terms of the Intercreditor Agreement on trust for the benefit of itself and the other Secured Parties without preference or priority amongst themselves as security for the Secured Liabilities, except as provided under the Intercreditor Agreement

18 2 Certificates conclusive

A certificate or determination by the Security Agent as to any amount or rate under this deed shall be conclusive evidence of that amount or rate in the absence of any manifest error

18 3 Limitations

The obligations of any Additional Chargor are subject to the limitations (if any) set out in the Deed of Accession executed by that Additional Chargor

18 4 Notice of assignment

This deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in any other Finance Document

18 5 Financial collateral

18 5 1 To the extent that the Charged Assets constitute "financial collateral" and this deed and the obligations of the Chargors under this deed 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 Security Agent shall have the right after the security constituted by this deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities

18 5 2 For the purpose of clause 18 5 1, the value of the financial collateral appropriated shall be such amount as the Security Agent reasonably

determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it

18 6 Severability

If any provision of this deed is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby

18 7 Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Finance Documents and of any side letters between any parties in relation to the Finance Documents are incorporated in this deed to the extent required to ensure that any purported disposition of Charged Assets contained in this deed is a valid disposition in accordance with s 2(1) Law of Property (Miscellaneous Provisions) Act 1989

18 8 Third party rights

Save as expressly provided to the contrary in a Finance Document, a third party (being any person other than the Chargors and the Secured Parties and their successors and permitted assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. Notwithstanding any term of any Finance Document, the consent of such third party is not required to rescind or vary this deed at any time

18 9 Joint and several liability

The covenants, agreements, obligations and liabilities of the Chargors contained in this deed or implied on their part are joint and several and shall be construed accordingly

18 10 Trustee Act 2000

The Chargors and the Security Agent agree that the Security Agent shall not be subject to the duty of care imposed on the trustees by the Trustee Act 2000

18 11 Insurance Proceeds

Notwithstanding clause 3.1.3 the Security Agent shall have no right to the proceeds of any Insurance Policy until such time as an Event of Default has occurred and is continuing

19 Demands and notices

Any demand, notice, consent or communication to be made or given by or to a Chargor or the Security Agent under or in connection with this deed shall be made and delivered as provided in clause 35 (*Notices*) of the Senior Facility Agreement. Any demand on a Chargor shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities

20 Assignment and transfer

20 1 Assignment by Security Agent

The Security Agent may at any time without the consent of any Chargor, assign or transfer the whole or any part of its rights under this deed to any person to whom it may assign or transfer such rights in accordance with the terms of the Intercreditor Agreement

20 2 Assignment by Chargor

No Chargor may assign any of its rights or transfer any of its obligations under this deed or enter into any transaction which would result in any of these rights or obligations passing to another person

21 Release of Security

21 1 Release

Subject to clause 21 3 (*Discharge conditional*), upon the expiry of the Security Period (but not otherwise) the Security Agent shall at the request and cost of the Chargors, take whatever action is necessary to release the Charged Assets from the security constituted by this deed

21 2 Avoidance of payments and reinstatement

If any payment by an Obligor or any discharge given by a Secured Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is (a) capable of being avoided or reduced (in the opinion of the Security Agent) or (b) avoided or reduced in each case as a result of insolvency or any similar event, then

21 2 1 the liability of each Obligor will continue as if the payment, discharge, avoidance or reduction had not occurred,

21 2 2 each Secured Party will be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred, and

21 2 3 the Security Agent shall be entitled to enforce this deed subsequently as if such payment, discharge, avoidance or reduction had not occurred

21 3 Discharge conditional

Any release, discharge or settlement between any Chargor and the Security Agent or any other Secured Party shall be deemed conditional upon no payment or security received by the Security Agent or such other Secured Party in respect of the Secured Liabilities being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement

21 3 1 the Security Agent or its nominee shall be at liberty to retain this deed and the security created by or pursuant to this deed, including all certificates and documents relating to the Charged Assets or any part thereof, for such period as the Security Agent shall deem necessary to provide the Security Agent with security against any such avoidance or reduction or order for refund, and

21 3 2 the Security Agent shall be entitled to recover the value or amount of such security or payment from the Chargor concerned subsequently as if such settlement, discharge or release had not occurred and each Chargor agrees with the Security Agent accordingly and charges the Charged Assets and the proceeds of sale thereof with any liability under this clause, whether actual or contingent

22 Governing law

This deed and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with, English law

23 Enforcement

23 1 Jurisdiction of English courts

23 1 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").

23 1 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

23 1 3 This clause 23 1 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

24 **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

In Witness whereof this deed has been executed by the Original Chargor and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent

SCHEDULE 1

Properties currently owned

Part A: Registered Land

The freehold land known as the McLaren Production Centre and situated at Chertsey Road, Woking,
Surrey registered under title number SY802509

Part B: Unregistered Land

None

SCHEDULE 2

Accounts

Chargor	Bank	Account number	Sort code
McLaren Automotive Limited	HSBC Bank plc		
McLaren Automotive Limited	HSBC Bank plc		
McLaren Automotive Limited	HSBC Bank plc		
McLaren Automotive Limited	HSBC Bank plc		
McLaren Automotive Limited	HSBC Bank plc		
McLaren Automotive Limited	HSBC Bank plc		
McLaren Automotive Limited	HSBC Bank plc		
McLaren Automotive Limited	HSBC Bank plc		
McLaren Automotive Limited	HSBC Bank plc		
McLaren Automotive Limited	HSBC Bank plc		
McLaren Automotive Limited	HSBC Bank Middle East Ltd		
McLaren Automotive Limited	National Westminster Bank plc		

SCHEDULE 3

Design Rights

Title	Territory	Registered Proprietor	Application no.	Design no.
MP4-12C Exterior	Australia	McLaren Automotive Limited	10789/2010	330194
MP4-12C Exterior - Car	Canada	McLaren Automotive Limited	134363	134363
MP4-12C Exterior - Toy Car	Canada	McLaren Automotive Limited	134364	134364
MP4-12C Exterior - Car	Europe	McLaren Automotive Limited	CD001608936-0001	CD001608936-0001
MP4-12C Exterior - Toy Car	Europe	McLaren Automotive Limited	CD001678426-0001	CD001678426-0001
MP4-12C Exterior	China	McLaren Automotive Limited	201030123826 X	ZL201030123826 X
MP4-12C Exterior - Car	India	McLaren Automotive Limited	227674	227674
MP4-12C Exterior - Toy Car	India	McLaren Automotive Limited	227673	227673
MP4-12C Exterior - Car	Switzerland/ Singapore	McLaren Automotive Limited	DM/073334	DM/073334
MP4-12C Exterior - Toy Car	Switzerland/ Singapore	McLaren Automotive Limited	DM/073335	DM/073335
MP4-12C Exterior - Car	Japan	McLaren Automotive Limited	2010-005600	1395357
MP4-12C Exterior - Toy Car	Japan	McLaren Automotive Limited	2010-005598	1403430
MP4-12C Exterior - Car	Russian Federation	McLaren Automotive Limited	2010500566	80167
MP4-12C Exterior - Toy Car	Russian Federation	McLaren Automotive Limited	2010500567	80263
MP4-12C Exterior	USA	McLaren Automotive Limited	29/357079	D628124
Portrait Screen	Europe	McLaren Automotive Limited	CD001608951-0001	CD001608951-0001
Air Vent	Europe	McLaren Automotive Limited	CD001608969-0001	CD001608969-0001
Steering Wheel	Europe	McLaren Automotive Limited	CD001608977-0001	CD001608977-0001

Title	Territory	Registered Proprietor	Application no.	Design no.
Steering Wheel Toy	Europe	McLaren Automotive Limited	CD001678442-0001	CD001678442-0001
Portrait Screen	China	McLaren Automotive Limited	2010301237958	ZL2010301237958
Air Vent	China	McLaren Automotive Limited	2010301238166	ZL2010301238166
Steering Wheel	China	McLaren Automotive Limited	201030123817	ZL2010301238170
Portrait Screen	USA	McLaren Automotive Limited	29/357080	D628526
Air Vent	USA	McLaren Automotive Limited	29/357081	D648662
Steering Wheel	USA	McLaren Automotive Limited	29/357082	D626478
P11 Spyder Wheels	Europe	McLaren Automotive Limited	CD002067025-0001	CD002067025-0001
P11 Spyder Exterior - Car/Toy Car	Australia	McLaren Automotive Limited	16580/2012	349281
P11 Spyder Exterior - Car	Canada	McLaren Automotive Limited	149213	ABANDONED
P11 Spyder Exterior - Toy Car	Canada	McLaren Automotive Limited	149212	ABANDONED
P11 Spyder Exterior	Europe	McLaren Automotive Limited	CD002067058-0001	CD002067058-0001
P11 Spyder Exterior - Car	China	McLaren Automotive Limited	2012306627494	CN302550583S
P11 Spyder Exterior - Toy Car	China	McLaren Automotive Limited	2012306631095	ZL2012306631095
P11 Spyder Exterior - Car	India	McLaren Automotive Limited	250538	250538
P11 Spyder Exterior - Toy Car	India	McLaren Automotive Limited	250539	250539

Title	Territory	Registered Proprietor	Application no.	Design no
P11 Spyder Exterior - Car	Japan	McLaren Automotive Limited	2012-031979	1478777
P11 Spyder Exterior - Toy Car	Japan	McLaren Automotive Limited	2012-031980	1487990
P11 Spyder Exterior - Car	Russian Federation	McLaren Automotive Limited	2012504631	88168
P11 Spyder Exterior - Toy Car	Russian Federation	McLaren Automotive Limited	2012504630	88276
P11 Spyder Exterior - Car/Toy Car	USA	McLaren Automotive Limited	29/440834	D717211
P11 Luggage	Europe	McLaren Automotive Limited	CD002067066-0001	CD002067066-0001
P11 Luggage	Europe	McLaren Automotive Limited	CD002067066-0002	CD002067066-0001
P11 Spyder Toy Car	Europe	McLaren Automotive Limited	CD002067033-0001	CD002067033-0001
P12	Europe	McLaren Automotive Limited	CD002105403-0001	CD002105403-0001
P12	Europe	McLaren Automotive Limited	CD002105403-0002	CD002105403-0002
P12	China	McLaren Automotive Limited	2013300689627	CN302814374S
P12	Japan	McLaren Automotive Limited	2013-005848	1485436
P12	USA	McLaren Automotive Limited	29/450475	ABANDONED
P12	USA	McLaren Automotive Limited	29/530730	PENDING
P12 Toy Car	Europe	McLaren Automotive Limited	CD002105395-0001	CD002105395-0001
P12 Toy Car	Europe	McLaren Automotive Limited	CD002105395-0002	CD002105395-0002
P1 Consoles	Europe	McLaren Automotive Limited	CD002177162-0001	CD002177162-0001

Title	Territory	Registered Proprietor	Application no.	Design no.
P1 Consoles	Europe	McLaren Automotive Limited	CD002177162-0002	CD002177162-0002
P1 Dashboard Covers	Europe	McLaren Automotive Limited	CD002177311-0001	CD002177311-0001
P1 Dashboard Covers	Europe	McLaren Automotive Limited	CD002177311-0002	CD002177311-0002
P1 Dashboard Covers	Europe	McLaren Automotive Limited	CD002177311-0003	CD002177311-0003
P1 Dashboard Covers	Europe	McLaren Automotive Limited	CD002177311-0004	CD002177311-0004
650S Coupe	Europe	McLaren Automotive Limited	CD002429274-0001	CD002429274-0001
650S Spider	Europe	McLaren Automotive Limited	CD002429274-0002	CD002429274-0002
650S Coupe	USA	McLaren Automotive Limited	29/485634	D734212
650S Spider	USA	McLaren Automotive Limited	29/485646	D734213
650S Coupe	Japan	McLaren Automotive Limited	2014-017258	1518071
650S Spider	Japan	McLaren Automotive Limited	2014-017259	1518072
P13 Car 1	United Kingdom	McLaren Automotive Limited	4038227	ABANDONED
P13 Car 1	Europe	McLaren Automotive Limited	CD002608257	CD002608257-0001
P13 Car 1 - Car	China	McLaren Automotive Limited	2015301439026	CN303438201S
P13 Car 1 - Toy Car	China	McLaren Automotive Limited	2015301438911	CN303429126S
P13 Car 1	Japan	McLaren Automotive Limited	2015-010509	1539065
P13 Car 1	USA	McLaren Automotive Limited	29/527271	PENDING

Title	Territory	Registered Proprietor	Application no.	Design no.
P13 Car 2	United Kingdom	McLaren Automotive Limited	4038226	ABANDONED
P13 Car 2	Europe	McLaren Automotive Limited	CD002608273	CD002608273-0001
P13 Car 2 - Car	China	McLaren Automotive Limited	201530146860 1	ALLOWED
P13 Car 2 - Toy Car	China	McLaren Automotive Limited	201530146874 3	ALLOWED
P13 Car 2	Japan	McLaren Automotive Limited	2015-010510	1539066
P13 Car 2	USA	McLaren Automotive Limited	29/527356	PENDING
P13 Car 3	United Kingdom	McLaren Automotive Limited	4038225	ABANDONED
P13 Car 3	Europe	McLaren Automotive Limited	CD002608307	CD002608307-0001
P13 Car 3 - Car	China	McLaren Automotive Limited	201530146851 2	PENDING
P13 Car 3 - Toy Car	China	McLaren Automotive Limited	201530147039 1	PENDING
P13 Car 3	Japan	McLaren Automotive Limited	2015-010511	1539067
P13 Car 3	USA	McLaren Automotive Limited	29/527357	PENDING
P11R Coupe	United Kingdom	McLaren Automotive Limited	4038899	ABANDONED
P11R Coupe - Car	China	McLaren Automotive Limited	201530239052 X	CN303438216S
P11R Coupe - Toy Car	China	McLaren Automotive Limited	201530239059 1	CN303565658S
P11R Coupe	Europe	McLaren Automotive Limited	002710343	002710343-0001
P11R Coupe - Car	Japan	McLaren Automotive Limited	2015-012896	1543793

Title	Territory	Registered Proprietor	Application no.	Design no
P11R Coupe - Toy Car	Japan	McLaren Automotive Limited	2015-013011	1541778
P11R Coupe	USA	McLaren Automotive Limited	29/532362	PENDING
P11R Spider	United Kingdom	McLaren Automotive Limited	4044217	PENDING

SCHEDULE 4

Patents

Title	Territory	Registered Proprietor	Application no.	Design no.
Solubly Woven Carbon Fibre	United Kingdom	McLaren Automotive Limited	GB0126013 2	GB2381494
Rigid Preform Body	United Kingdom	McLaren Automotive Limited	GB0126012 4	GB2381493
Forming composite structures	United Kingdom	McLaren Automotive Limited	GB0126010 8	GB2381491
Heat Expanding Mould Filling	United Kingdom	McLaren Automotive Limited	GB0126011 6	GB2381492
Carbonised Fleece	United Kingdom	McLaren Automotive Limited	GB0326484 3	GB2408012
Forming composite structures	USA	McLaren Automotive Limited	US10/428928	US7638080
Temperature Cycle	United Kingdom	McLaren Automotive Limited	GB0326485 0	GB2408005
Resin Supply Bag	European Patent	McLaren Automotive Limited	EP04253790 2	ABANDONED
Resin Supply Bag	United Kingdom	McLaren Automotive Limited	GB0314691 7	GB2403179
Resin Supply Bag	USA	McLaren Automotive Limited	US12/191874	ABANDONED
Pre-Cog	European Patent	McLaren Automotive Limited	EP10749876 8	EP2473763
Pre-Cog	USA	McLaren Automotive Limited	US13/395085	ABANDONED
Pre-Cog	PCT	McLaren Automotive Limited	PCT/EP2010/06 3159	NP ENTERED
Air Brake	European Patent	McLaren Automotive Limited	EP10749877 6	EP2470413
Air Brake	Italy	McLaren Automotive Limited	EP10749877 6	EP2470413
Air Brake	United Kingdom	McLaren Automotive Limited	EP10749877 6	EP2470413
Air Brake	Germany	McLaren Automotive Limited	DE 60 2010 011 549 6	EP2470413
Air Brake	United Kingdom	McLaren Automotive Limited	GB0915698 5	ABANDONED
Air Brake	USA	McLaren Automotive	US13/395088	US8944489

Title	Territory	Registered Proprietor	Application no.	Design no.
		Limited		
Air Brake	USA	McLaren Automotive Limited	US14/586477	ABANDONED
Air Brake	PCT	McLaren Automotive Limited	PCT/EP2010/06 3165	NP ENTERED
Active Dynamics Panel	Germany	McLaren Automotive Limited	DE 11 2010 003 590 3	PENDING
Active Dynamics Panel	United Kingdom	McLaren Automotive Limited	GB0915700 9	GB2473294
Active Dynamics Panel	USA	McLaren Automotive Limited	US13/395089	US8554421
Active Dynamics Panel	PCT	McLaren Automotive Limited	PCT/EP2010/06 3164	NP ENTERED
Composite Tub Structure	European Patent	McLaren Automotive Limited	EP11713721 6	PENDING
Composite Tub Structure	USA	McLaren Automotive Limited	US13/634804	US8733827
Single rigid tool part	USA	McLaren Automotive Limited	US14/256375	ABANDONED
Composite Tub Structure	PCT	McLaren Automotive Limited	PCT/EP2011/05 4082	NP ENTERED
Bonnet Plenum	United Kingdom	McLaren Automotive Limited	GB1216285 5	ABANDONED
Bonnet Plenum	USA	McLaren Automotive Limited	US13/634637	ABANDONED
Bonnet Plenum	PCT	McLaren Automotive Limited	PCT/EP2011/05 4078	NP ENTERED
Door Glass Over-Closing	European Patent	McLaren Automotive Limited	EP11713720 8	EP2533992
Door Glass Over-Closing	Germany	McLaren Automotive Limited	EP11713720 8	EP2533992




Title	Territory	Registered Proprietor	Application no.	Design no.
Door Glass Over-Closing	Italy	McLaren Automotive Limited	EP11713720 8	EP2533992
Door Glass Over-Closing	United Kingdom	McLaren Automotive Limited	EP11713720 8	EP2533992
Door Glass Over-Closing	USA	McLaren Automotive Limited	US13/634405	US8887445
Door Glass Over-Closing	PCT	McLaren Automotive Limited	PCT/EP2011/05 4081	NP ENTERED
Mapped Sound Generator	European Patent	McLaren Automotive Limited	EP11711798 6	EP2534348
Mapped Sound Generator	Germany	McLaren Automotive Limited	EP11711798 6	EP2534348
Mapped Sound Generator	United Kingdom	McLaren Automotive Limited	EP11711798 6	EP2534348
Mapped Sound Generator	Italy	McLaren Automotive Limited	EP11711798 6	EP2534348
Mapped Sound Generator	USA	McLaren Automotive Limited	US13/635380	ALLOWED
Mapped Sound Generator	PCT	McLaren Automotive Limited	PCT/EP2011/05 4080	NP ENTERED
Lightweight Engine Mounting	European Patent	McLaren Automotive Limited	EP11711060 1	EP2547543
Lightweight Engine Mounting	Germany	McLaren Automotive Limited	EP11711060 1	DE 60 2011 006 806 7
Lightweight Engine Mounting	United Kingdom	McLaren Automotive Limited	EP11711060 1	EP2547543
Lightweight Engine Mounting	Italy	McLaren Automotive Limited	EP11711060 1	EP2547543
Lightweight Engine Mounting	USA	McLaren Automotive Limited	US13/635393	US9145047
Lightweight Engine Mounting	PCT	McLaren Automotive Limited	PCT/EP2011/05 4083	NP ENTERED
Active Aerodynamic COP Control	United Kingdom	McLaren Automotive Limited	GB9314583 7	GB2269142

Title	Territory	Registered Proprietor	Application no.	Design no.
Active Brake Cooling	United Kingdom	McLaren Automotive Limited	GB9314599 3	GB2269144
Transmission for a Mid Engine Car	United Kingdom	McLaren Automotive Limited	GB9314605 8	GB2270661
Oil Tank for Dry Sump Engines	Germany	McLaren Automotive Limited	EP02804285 1	EP1454038
Oil Tank for Dry Sump Engines	European Patent	McLaren Automotive Limited	EP02804285 1	EP1454038
Oil Tank for Dry Sump Engines	France	McLaren Automotive Limited	EP02804285 1	EP1454038
Oil Tank for Dry Sump Engines	United Kingdom	McLaren Automotive Limited	EP02804285 1	EP1454038
Imitation Carbon Fibre	United Kingdom	McLaren Automotive Limited	GB1109081 8	PENDING
Variable Gap Motor	PCT	McLaren Automotive Limited	PCT/EP2012/0 60320	NP ENTERED
Variable Gap Motor	USA	McLaren Automotive Limited	US14/123438	PENDING
Variable Gap Motor	United Kingdom	McLaren Automotive Limited	GB1322889 5	PENDING
Collapsible Steering Column	USA	McLaren Automotive Limited	US13/629384	US8991865
Improved K-Damper	European Patent	McLaren Automotive Limited	EP14156486 4	PENDING
Improved K-Damper	USA	McLaren Automotive Limited	US14/010236	US9080631
Cool Box	United Kingdom	McLaren Automotive Limited	GB1303403 8	PENDING
Cool Box	USA	McLaren Automotive Limited	US14/010319	ABANDONED
Aeroelastic Flaps	PCT	McLaren Automotive Limited	PCT/EP2013/0 67569	NP ENTERED
Aeroelastic Flaps	United Kingdom	McLaren Automotive Limited	GB1505571 8	PENDING

Title	Territory	Registered Proprietor	Application no.	Design no.
Aeroelastic Flaps	USA	McLaren Automotive Limited	US14/430092	PENDING
Fuel Flap Interlock	United Kingdom	McLaren Automotive Limited	GB1218264 8	PENDING
Fuel Flap Interlock	USA	McLaren Automotive Limited	US13/975222	ABANDONED
CHMSL Grille	United Kingdom	McLaren Automotive Limited	GB1216664 1	PENDING
CHMSL Grille	USA	McLaren Automotive Limited	US13/975226	ABANDONED
Hopkirk Gearbox	PCT	McLaren Automotive Limited	PCT/EP2013/0 65915	NP ENTERED
Hopkirk Gearbox	USA	McLaren Automotive Limited	US14/417503	PENDING
Battery Cooling	European Patent	McLaren Automotive Limited	EP14156930 1	ABANDONED
Battery Cooling	USA	McLaren Automotive Limited	US13/975232	ABANDONED
Engine Cooling	United Kingdom	McLaren Automotive Limited	GB1303402 0	PENDING
Engine Cooling	USA	McLaren Automotive Limited	US14/010272	PENDING
Throttle Accordion Map	European Patent	McLaren Automotive Limited	EP14156482 3	PENDING
Throttle Accordion Map	USA	McLaren Automotive Limited	US14/010203	US9249739
Kdamper	United Kingdom	McLaren Automotive Limited	GB0917180 2	ABANDONED
Suspension Improvements	United Kingdom	McLaren Automotive Limited	GB0810774 0	GB2460860
Monocoque	European Patent	McLaren Automotive Limited	EP14156866 7	PENDING
Monocoque	USA	McLaren Automotive Limited	US14/010173	ALLOWED

Title	Territory	Registered Proprietor	Application no.	Design no.
Suspension System	PCT	McLaren Automotive Limited	PCT/EP2014/05 5349	NP ENTERED
Suspension System	European Patent	McLaren Automotive Limited	EP14710883 1	PENDING
Suspension System	USA	McLaren Automotive Limited	US14/776548	PENDING
Cross Vehicle Linkage	United Kingdom	McLaren Automotive Limited	GB1304821 0	PENDING
P12 Rear Brake Cooling Duct	United Kingdom	McLaren Automotive Limited	GB1317251 5	ABANDONED
Pre-form Studs	United Kingdom	McLaren Automotive Limited	GB1319564 9	ABANDONED
Airbrake Mechanism	United Kingdom	McLaren Automotive Limited	GB1316997 4	ABANDONED
Airbrake Mechanism	USA	McLaren Automotive Limited	US14/497139	ABANDONED
Hybrid LTR Circuit	United Kingdom	McLaren Automotive Limited	GB1317250 7	ABANDONED
Hybrid LTR Circuit	USA	McLaren Automotive Limited	US14/503005	ABANDONED
Hybrid LTR Circuit	European Patent	McLaren Automotive Limited	EP14186872 9	ABANDONED
DCT Black Box	United Kingdom	McLaren Automotive Limited	GB1401466 6	ABANDONED
Tenneco K-Damper	USA	Tenneco Automotive Operating Company, Inc	US13/487334	US9062737
Tenneco K-Damper	PCT	McLaren Automotive Limited	PCT/US2013/03 9625	ABANDONED
Short Fibre Overmoulding	United Kingdom	McLaren Automotive Limited	GB1419902 0	ABANDONED
Short Fibre Overmoulding	PCT	McLaren Automotive Limited	PCT/GB2015/05 3386	PENDING
External Sound Generator	United Kingdom	McLaren Automotive Limited	GB1510732 9	PENDING

Title	Territory	Registered Proprietor	Application no.	Design no.
Torsion velocity and lash dependent anti-jerk	United Kingdom	McLaren Automotive Limited	GB1512210 4	PENDING
Ignition Cut (Spitfire)	United Kingdom	McLaren Automotive Limited	GB1511481 2	PENDING
Inter-coil/stator cooling	United Kingdom	McLaren Automotive Limited	GB1600296 6	PENDING

TMID Reference: 41172 File Reference: 97-1173 Proprietor: McLaren Automotive Limited Country: Argentina Class(es): 12 Application No: 2115096 Application Date: 17/11/1997 Registration No: 2415430 Registration Date: 13/01/1999 Status: Registered Renewal Due: 20/12/2020	McLAREN and Amorphous Tick device 
Goods: Class 12 Motor land vehicles and parts and fittings therefor	
TMID Reference: 80479 File Reference: 971190 Proprietor: McLaren Automotive Limited Country: Australia Class(es): 12 Application No: 748744 Application Date: 14/11/1997 Registration No: 1490689 Registration Date: 14/11/1997 Status: Registered Renewal Due: 14/11/2017	McLaren 'speed' logo 
Goods: Class 12 Motor land vehicles and parts and fittings therefor, all the aforesaid goods relating to or for the promotion of the sport of motor racing	
TMID Reference: 81888 File Reference: JM/LCL/95816 Proprietor: McLaren Automotive Limited Country: Austria Class(es): 12 Application No: AM4458/89 Application Date: 15/09/1989 Registration No: 130990A Registration Date: 23/05/1990 Status: Registered Renewal Due: 31/05/2020	MCLAREN INTERNATIONAL and Chevrons device 
Goods: Class 12 Vehicles and apparatus for transporting across land, air and sea, including parts for the above, in Class 12	

TMID Reference: 81887
File Reference: JM/LCL/95816
Proprietor: McLaren Automotive Limited
Country: Austria
Class(es): 12
Application No: AM 4458/89
Application Date: 15/09/1988
Registration No: 130991A
Registration Date: 23/05/1990
Status: Registered
Renewal Due: 31/05/2020

Goods:

Class 12
Vehicles and apparatus for transporting across land, air and sea, including parts for the above, in Class 12

MCLAREN word**MCLAREN**

TMID Reference: 53907
File Reference: 02-1312-2-0643
Proprietor: McLaren Automotive Limited
Country: Bahrain
Class(es): 12
Application No: 32796
Application Date: 25/02/2003
Registration No: 32796
Registration Date: 25/02/2003
Status: Registered
Renewal Due: 25/02/2023

Goods:

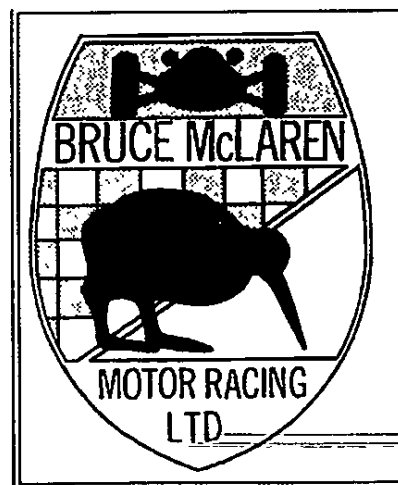
Class 12
Motor land vehicles and parts and fittings therefore




McLAREN and Amorphous Tick device

TMID Reference: 5713
File Reference: 13-0275
Proprietor: McLaren Automotive Limited
Country: Benelux
Class(es): 12
Application No:
Application Date:
Registration No: 320189
Registration Date: 02/08/1973
Status: Registered
Renewal Due: 02/08/2023

Goods:

Class 12 Vehicules a moteur de locomotion par terre et leurs parties

**BRUCE MCLAREN MOTOR RACING LTD
Badge**

TMID Reference: 80397 File Reference: Proprietor: McLaren Automotive Limited Country: Benelux Class(es): 12 Application No: 734208 Application Date: 12/09/1989 Registration No: 0490555 Registration Date: 12/09/1989 Status: Registered Renewal Due: 12/09/2019	CHEVRON device 
Goods: Class 12 Land vehicles, parts and accessories not included in other Classes	
TMID Reference: 5712 File Reference: 13-0744 Proprietor: McLaren Automotive Limited Country: Benelux Class(es): 12 Application No: Application Date: Registration No: 323790 Registration Date: 08/02/1974 Status: Registered Renewal Due: 08/02/2024	MCLAREN RACING & Kiwi logo 
Goods: Class 12 Motor land vehicles and parts thereof	
TMID Reference: 71336 File Reference: 04-0521 Proprietor: McLaren Automotive Limited Country: Canada Class(es): 12 Application No: 1224381 Application Date: 21/07/2004 Registration No: TMA646312 Registration Date: 23/08/2005 Status: Registered Renewal Due: 23/08/2020	McLaren `speed` logo 
Goods: Class 12 Motor land vehicles and structural parts therefor	

TMID Reference: 40102
File Reference: 97800, 15-1946
Proprietor: McLaren Automotive Limited
Country: Canada
Class(es):
Application No: 855389
Application Date: 08/09/1997
Registration No: 549591
Registration Date: 09/08/2001
Status: Registered
Renewal Due: 09/08/2031

Goods:

Clothing, namely, polo shirts, t-shirts and jackets, headgear, namely caps, scale model vehicles, printed matter, namely, magazines and motor sport programmes, luggage and cases, namely, sports bags and rucksacks (backpacks)

Sports entertainment services, namely, information relating to motor sports provided on-line from a computer database, or from the Worldwide Web

McLAREN and Amorphous Tick device

TMID Reference: 79701
File Reference: 11-1175
Proprietor: McLaren Automotive Limited
Country: China
Class(es): 12
Application No: 10338708
Application Date: 22/12/2011
Registration No: 10338708
Registration Date: 28/02/2013
Status: Registered
Renewal Due: 27/02/2023

Goods:

Class 12
Motor land vehicles and parts and fittings therefor

**`McLaren` in simplified Chinese
(Alternate 1)**

麦凯伦

TMID Reference: 79719
File Reference: 11-1193
Proprietor: McLaren Automotive Limited
Country: China
Class(es): 12
Application No: 10338733
Application Date: 22/12/2011
Registration No: 10338733
Registration Date: 28/02/2013
Status: Registered
Renewal Due: 27/02/2023

Goods:

Class 12
Motor land vehicles and parts and fittings therefor

**`McLaren` in simplified Chinese
(Alternate 2)**

麦凯轮

TMID Reference: 79755
File Reference: 11-1232
Proprietor: McLaren Automotive Limited
Country: China
Class(es): 12
Application No: 10338693
Application Date: 22/12/2011
Registration No: 10338693
Registration Date: 28/02/2013
Status: Registered
Renewal Due: 27/02/2023

Goods:

Class 12
Motor land vehicles and parts and fittings therefor

**`McLaren` in simplified Chinese
(Alternate 4)**

麦拿伦

TMID Reference: 79697
File Reference: 11-1166
Proprietor: McLaren Automotive Limited
Country: China
Class(es): 12
Application No: 10338697
Application Date: 22/12/2011
Registration No: 10338697
Registration Date: 28/02/2013
Status: Registered
Renewal Due: 27/02/2023

Goods:

Class 12
Motor land vehicles and parts and fittings therefor

**`McLaren` in traditional Chinese
(Alternate 1)**

麥凱倫

TMID Reference: 79710
File Reference: 11-1184
Proprietor: McLaren Automotive Limited
Country: China
Class(es): 12
Application No: 10338734
Application Date: 22/12/2011
Registration No: 10338734
Registration Date: 28/02/2013
Status: Registered
Renewal Due: 27/02/2023

Goods:

Class 12
Motor land vehicles and parts and fittings therefor

**`McLaren` in traditional Chinese
(Alternate 2)**

麥凱輪

TMID Reference: 79746
File Reference: 11-1223
Proprietor: McLaren Automotive Limited
Country: China
Class(es): 12
Application No: 10338684
Application Date: 22/12/2011
Registration No: 10338684
Registration Date: 28/02/2013
Status: Registered
Renewal Due: 27/02/2023

Goods:

Class 12
Motor land vehicles and parts and fittings therefor

**`McLaren` in traditional Chinese
(Alternate 4)**

麥拿倫

TMID Reference: 72755
File Reference: 05a-0686
Proprietor: McLaren Automotive Limited
Country: China
Class(es): 12
Application No: 4936983
Application Date: 11/10/2005
Registration No: 4936983
Registration Date: 14/08/2011
Status: Registered
Renewal Due: 13/08/2021

Goods:

Class 12
Motor land vehicles and parts and fittings therefore

**McLaren (in chinese characters
pronounced Mai Kai Lun)**

迈凯轮


TMID Reference: 46550
File Reference: 99-0776
Proprietor: McLaren Automotive Limited
Country: China
Class(es): 12
Application No: 2019373
Application Date: 16/10/2000
Registration No: 2019373
Registration Date: 14/05/2010
Status: Registered
Renewal Due: 13/05/2020

Goods:

Class 12
Motor land vehicles, engines for motor land vehicles, vehicle chassis, tire for motor land vehicle use, vehicle suspension devices, motor land vehicle body, vehicle engine hood, vehicle roof racks, vehicle doors

McLAREN and Amorphous Tick device



TMID Reference: 83634/WP-CN File Reference: Proprietor: McLaren Automotive Limited Country: China Class(es): 12 Application No: 786448 Application Date: 30/05/2002 Registration No: 786448A Registration Date: 30/05/2002 Status: Registered Renewal Due: 30/05/2022	McLAREN and Amorphous Tick device 
Goods: Class 12 Motor land vehicles and parts and fittings therefore	

TMID Reference: 74162 File Reference: 06-1370 Proprietor: McLaren Automotive Limited Country: China Class(es): 12 Application No: 5641450 Application Date: 30/09/2006 Registration No: 5641450 Registration Date: 21/03/2011 Status: Registered Renewal Due: 20/03/2021	MCLAREN CAR TEAM in Simplified Chinese Characters 迈凯轮车队
Goods: Class 12 Motor land vehicles and parts and fittings therefore	

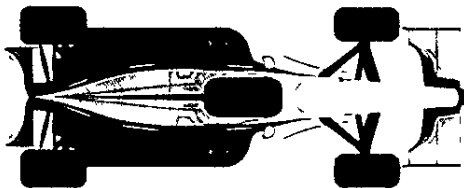
TMID Reference: 75461 File Reference: 06-1370 Proprietor: McLaren Automotive Limited Country: China Class(es): 12 Application No: 5641463 Application Date: 30/09/2006 Registration No: 5641463 Registration Date: 28/08/2011 Status: Registered Renewal Due: 27/08/2021	MCLAREN CAR TEAM words
Goods: Class 12 Motor land vehicles and parts and fittings therefore	

TMID Reference: 79517 File Reference: 11-0913 Proprietor: McLaren Automotive Limited Country: China Class(es): 12 Application No: 10077775 Application Date: 18/10/2011 Registration No: 10077775 Registration Date: 14/12/2012 Status: Registered Renewal Due: 13/12/2022	MCLAREN in traditional Chinese Characters 邁凱輪
Goods: Class 12 Motor land vehicles and parts and fittings therefor	

TMID Reference: 81897 File Reference: 13-1787 Proprietor: McLaren Automotive Limited Country: China Class(es): 12 Application No: 13506835 Application Date: 08/11/2013 Registration No: 13506835 Registration Date: 14/04/2015 Status: Registered Renewal Due: 13/04/2025	MCLAREN MASTA words
Goods: Class 12 Sports cars and racing cars, automobile chassis, engines for land vehicles, vehicle bodies, wheels for automobiles, wheel hubs for automobiles, bumpers for automobiles, windows for vehicles, doors for vehicles, tires for vehicle wheels	

TMID Reference: 82012 File Reference: 13-2016 Proprietor: McLaren Automotive Limited Country: China Class(es): 12 Application No: 13852287 Application Date: 03/01/2014 Registration No: 13852287 Registration Date: 14/04/2015 Status: Registered Renewal Due: 13/04/2025	MERGULHO word
Goods: Class 12 Automobiles, racing cars, automobile engines, automobile chassis, land vehicle clutch, automobile body, automobile shock absorber, car wheel hub, automobile wheel	

TMID Reference: 81716 File Reference: 13-1408 Proprietor: McLaren Automotive Limited Country: China Class(es): 12 Application No: 13198975 Application Date: 06/09/2013 Registration No: 13198975 Registration Date: 28/02/2015 Status: Registered Renewal Due: 27/02/2025	PARABOLICA word
Goods: Class 12 Motor land vehicles, tyers, automobile chassis, engines for land vehicles, vehicles, vehicle bodies, wheels for automobiles, wheel hubs for automobile, bumpers for automobiles, windows for vehicles, doors for vehicles, tires for vehicles wheels	

TMID Reference: 54257 File Reference: 03-0192 Proprietor: McLaren Automotive Limited Country: China Class(es): 12 Application No: ZC3487026SL Application Date: 14/03/2003 Registration No: 3487026 Registration Date: 07/09/2010 Status: Registered Renewal Due: 06/09/2020	RACING CAR IN COLOUR TOP VIEW device
Goods: Class 12 Antitheft devices for vehicle use, antidazzle devices for vehicle use, tires for vehicle use	

TMID Reference: 54248
File Reference: 03-0183
Proprietor: McLaren Automotive Limited
Country: China
Class(es): 12
Application No: ZC3487017SL
Application Date: 14/03/2003
Registration No: 3487017
Registration Date: 07/09/2010
Status: Registered
Renewal Due: 06/09/2020

Goods:

Class 12
Antitheft devices for vehicle use, antidazzle devices for vehicle use, tires for vehicle use

**RACING CAR IN COLOUR SIDEVIEW
device**

TMID Reference: 70782
File Reference: 04-0158-13-1946
Proprietor: McLaren Automotive Limited
Country: Colombia
Class(es): 12
Application No: 04/020419
Application Date: 05/03/2004
Registration No: 286979
Registration Date: 24/09/2004
Status: Registered
Renewal Due: 24/09/2024

Goods:

Class 12
Motor land vehicles and parts and fittings therfore

McLaren ``speed`` logo

TMID Reference: 80500
File Reference: CTM12-0878
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es): 12, 28, 37
Application No: 10993756
Application Date: 26/06/2012
Registration No: 10993756
Registration Date: 05/11/2012
Status: Registered
Renewal Due: 26/06/2022

12C SPIDER

Goods:

Class 12

Motor land vehicles and parts and fittings therefor

Class 28

Scale model vehicles, toy vehicles and parts and fittings therefor

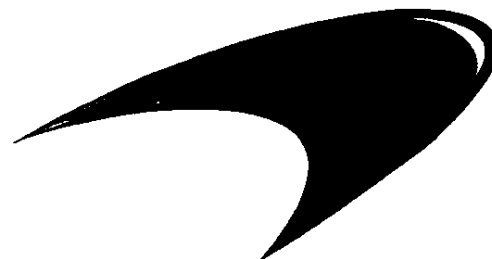
Class 37

Vehicle maintenance and repair services

The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia

TMID Reference: 80356
File Reference: CTM/97656
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es): 12
Application No: 584011
Application Date: 04/07/1997
Registration No: 10925154
Registration Date: 06/05/1999
Status: Registered
Renewal Due: 04/07/2017

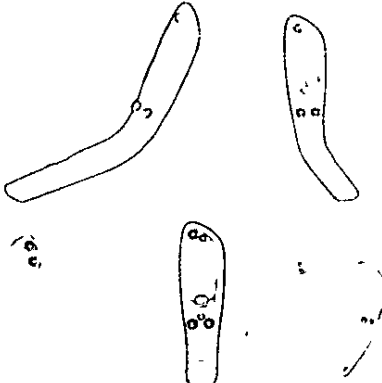
AMORPHOUS TICK device (in colour)



Goods:

Class 12 Motor land vehicles and parts and fittings therefore

The geographical scope of protection is Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain, Sweden, United Kingdom, AND, with effect from 1st May 2004, Cyprus, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia and Slovenia, AND, with effect from 1st January 2007, Bulgaria and Romania AND, with effect from 1st July 2013, Croatia

<p> TMID Reference: 83885 File Reference: CTM15-1342 Proprietor: McLaren Automotive Limited Country: European Union Class(es): 12, 28, 37 Application No: 14514855 Application Date: 27/08/2015 Registration No: 14514855 Registration Date: 29/12/2015 Status: Registered Renewal Due: 27/08/2025 </p>	<p>CAN-AM (word mark)</p>
<p>Goods:</p> <p>Class 12 Motor cars and parts and fittings therefor</p> <p>Class 28 Scale model vehicles, toy vehicles and parts and fittings therefor</p> <p>Class 37 Vehicle maintenance and vehicle repair services</p> <p>The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom</p>	
<p> TMID Reference: 83398 File Reference: SP12-0355 Proprietor: McLaren Automotive Limited Country: European Union Class(es): Application No: 002177162-0001 Application Date: 05/02/2013 Registration No: 002177162-0001 Registration Date: 05/02/2013 Status: Registered Renewal Due: 05/02/2018 </p>	<p>DASHBOARD PANEL design</p> 
<p>Goods:</p> <p>Locarno Class 12 06</p> <p>Cockpits and centre consoles for vehicles, Central consoles for vehicles, Cockpits with central consoles for vehicles, Dashboard consoles for motor cars, Control and indicator panels for vehicles</p> <p>The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom</p>	

TMID Reference: 83383
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 001608951-0001
Application Date: 08/09/2009
Registration No: 001608951-0001
Registration Date: 08/09/2009
Status: Registered
Renewal Due: 08/09/2019

DISPLAY DEVICE FOR VEHICLE design



Goods:

Locarno Class 12 16

The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia

TMID Reference: 83404
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 002177311-0002
Application Date: 01/02/2013
Registration No: 002177311-0002
Registration Date: 01/02/2013
Status: Registered
Renewal Due: 01/02/2018

INTERIOR PANEL design



Goods:

Locarno Class 12 16

Fittings for vehicles, Decorative fittings for vehicles, Interior fittings, Vehicle passenger compartments, Vehicle parts, fittings and accessories

The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom

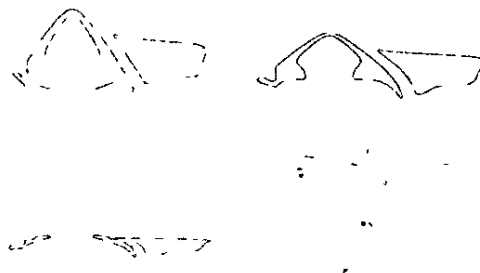
TMID Reference: 83405
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 002177311-0003
Application Date: 01/02/2013
Registration No: 002177311-0003
Registration Date: 01/02/2013
Status: Registered
Renewal Due: 01/02/2018

Goods:

Locarno Class 12 16

Fittings for vehicles, Decorative fittings for vehicles, Interior fittings, Vehicle passenger compartments, Vehicle parts, fittings and accessories

The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom

INTERIOR PANEL design (1)

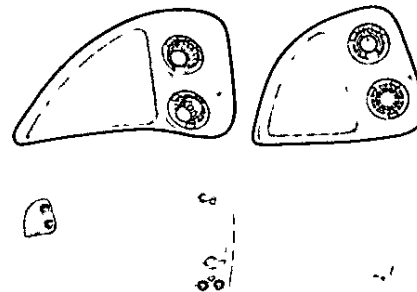
TMID Reference: 83400
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 002177162-0002
Application Date: 05/02/2013
Registration No: 002177162-0002
Registration Date: 05/02/2013
Status: Registered
Renewal Due: 05/02/2018

Goods:

Locarno Class 12 16

Dashboard consoles for motor cars, Control and indicator panels for vehicles

The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom

INTERIOR PANEL design (2)

TMID Reference: 83406
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 002177311-0004
Application Date: 01/02/2013
Registration No: 002177311-0004
Registration Date: 01/02/2013
Status: Registered
Renewal Due: 01/02/2018

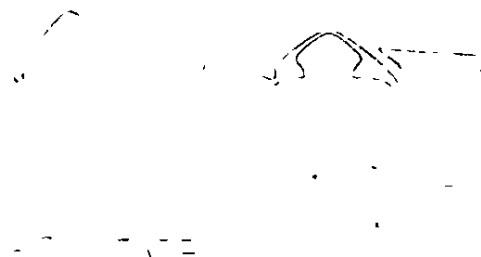
Goods:

Locarno Class 12 16

Fittings for vehicles, Decorative fittings for vehicles, Interior fittings, Vehicle passenger compartments, Vehicle parts, fittings and accessories

The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom

INTERIOR PANEL design (3)



TMID Reference: 83401
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 002177311-0001
Application Date: 01/02/2013
Registration No: 002177311-0001
Registration Date: 01/02/2013
Status: Registered
Renewal Due: 01/02/2018

Goods:

Locarno Class 12 16

Fittings for vehicles, Decorative fittings for vehicles, Interior fittings, Vehicle passenger compartments, Vehicle parts, fittings and accessories

The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom

INTERIOR PANEL design (4)



TMID Reference: 81497
File Reference: CTM13-1008
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es): 12, 28, 37
Application No: 11914421
Application Date: 19/06/2013
Registration No: 11914421
Registration Date: 30/10/2013
Status: Registered
Renewal Due: 19/06/2023

LONGTAIL word

Goods:

Class 12
Motor land vehicles and parts and fittings therefor

Class 28
Scale model vehicles, toy vehicles and parts and fittings therefor

Class 37
Vehicle maintenance and repair services

The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia

TMID Reference: 83795
File Reference: CTM15-1157
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es): 12, 28, 37
Application No: 14288658
Application Date: 23/06/2015
Registration No: 14288658
Registration Date: 13/11/2015
Status: Registered
Renewal Due: 23/06/2025

LT (letters mark)

Goods:

Class 12

Motor land vehicles and parts and fittings therefor, except two-wheeled land vehicles, in particular motorcycles, and their parts and fittings

Class 28

Scale model vehicles, toy vehicles and parts and fittings therefor, all the aforementioned goods to exclude model vehicles of two-wheeled land vehicles, in particular motorcycles, as well as parts and fittings thereof


Class 37

Vehicle maintenance and repair services, all the aforementioned services to exclude services for two-wheeled land vehicles, in particular motorcycles

The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom

TMID Reference: 80502 File Reference: CTM12-0879 Proprietor: McLaren Automotive Limited Country: European Union Class(es): 12, 28, 37 Application No: 10993772 Application Date: 26/06/2012 Registration No: 10993772 Registration Date: 05/11/2012 Status: Registered Renewal Due: 26/06/2022	MCLAREN 12C SPIDER words
Goods: Class 12 Motor land vehicles and parts and fittings therefor Class 28 Scale model vehicles, toy vehicles and parts and fittings therefor Class 37 Vehicle maintenance and repair services The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia	

TMID Reference: 82254 File Reference: CTM14-0626 Proprietor: McLaren Automotive Limited Country: European Union Class(es): 12, 28, 37 Application No: 12838661 Application Date: 01/05/2014 Registration No: 12838661 Registration Date: 10/09/2014 Status: Registered Renewal Due: 01/05/2024	MCLAREN 650S (words)
Goods: Class 12 Motor land vehicles and parts and fittings therefor Class 28 Scale model vehicles, toy vehicles and parts and fittings therefor Class 37 Vehicle maintenance and repair services The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom	

TMID Reference: 80357 File Reference: CTM/97655 Proprietor: McLaren Automotive Limited Country: European Union Class(es): 12 Application No: 584656 Application Date: 04/07/1997 Registration No: 10925162 Registration Date: 27/01/1999 Status: Registered Renewal Due: 04/07/2017	McLAREN and Amorphous Tick device 
Goods: Class 12 Motor land vehicles and parts and fittings therefore The geographical scope of protection is Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain, Sweden, United Kingdom, AND, with effect from 1st May 2004, Cyprus, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia and Slovenia, AND, with effect from 1st January 2007, Bulgaria and Romania AND, with effect from 1st July 2013, Croatia	
TMID Reference: 81893 File Reference: CTM13-1786 Proprietor: McLaren Automotive Limited Country: European Union Class(es): 12 Application No: 12281317 Application Date: 05/11/2013 Registration No: 12281317 Registration Date: 31/03/2014 Status: Registered Renewal Due: 05/11/2023	MCLAREN MASTA words
Goods: Class 12 Sports cars and racing cars and parts and fittings therefor The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom	

TMID Reference: 80613 File Reference: CTM12-1093 Proprietor: McLaren Automotive Limited Country: European Union Class(es): 12, 35, 37 Application No: 11131241 Application Date: 21/08/2012 Registration No: 11131241 Registration Date: 22/01/2013 Status: Registered Renewal Due: 21/08/2022	MCLAREN QUALIFIED words
Goods: Class 12 Motor land vehicles and parts and fittings therefor Class 35 Retail services connected with the sale of motor land vehicles Class 37 Repair and maintenance of motor land vehicles The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia	
TMID Reference: 80015 File Reference: CTM12-0204 Proprietor: McLaren Automotive Limited Country: European Union Class(es): 12, 28, 37 Application No: 10628493 Application Date: 09/02/2012 Registration No: 10628493 Registration Date: 20/06/2012 Status: Registered Renewal Due: 09/02/2022	McLaren Spider words
Goods: Class 12 Motor land vehicles and parts and fittings therefor Class 28 Scale model vehicles, toy vehicles and parts and fittings therefor Class 37 Vehicle maintenance and repair services The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia	

TMID Reference: 80358
File Reference: CTM/97654
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es): 12
Application No: 584110
Application Date: 04/07/1997
Registration No: 10925170
Registration Date: 27/01/1999
Status: Registered
Renewal Due: 04/07/2017

MCLAREN word

Goods:

Class 12 Motor land vehicles and parts and fittings therefore

The geographical scope of protection is Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain, Sweden, United Kingdom, AND, with effect from 1st May 2004, Cyprus, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia and Slovenia, AND, with effect from 1st January 2007, Bulgaria and Romania AND, with effect from 1st July 2013, Croatia

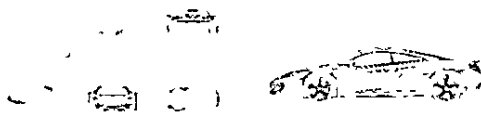
TMID Reference: 82011
File Reference: CTM13-2015
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es): 12
Application No: 12471355
Application Date: 30/12/2013
Registration No: 12471355
Registration Date: 13/05/2014
Status: Registered
Renewal Due: 30/12/2023


MERGULHO word

Goods:

Class 12
Motor land vehicles and parts and fittings therefor

The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom

TMID Reference: 83382 File Reference: SP12-0355 Proprietor: McLaren Automotive Limited Country: European Union Class(es): Application No: 001608936-0001 Application Date: 08/09/2009 Registration No: 001608936-0001 Registration Date: 08/09/2009 Status: Registered Renewal Due: 08/09/2019	MOTOR CAR design 
Goods: Lacarno Class 12 08 The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia	

TMID Reference: 83396 File Reference: SP12-0355 Proprietor: McLaren Automotive Limited Country: European Union Class(es): Application No: 002105403-0001 Application Date: 18/09/2012 Registration No: 002105403-0001 Registration Date: 18/09/2012 Status: Registered Renewal Due: 18/09/2017	MOTOR CAR design (1) 
Goods: Lacarno Class 12 08 The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia	

TMID Reference: 83397
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 002105403-0002
Application Date: 18/09/2012
Registration No: 002105403-0002
Registration Date: 18/09/2012
Status: Registered
Renewal Due: 18/09/2017

MOTOR CAR design (2)



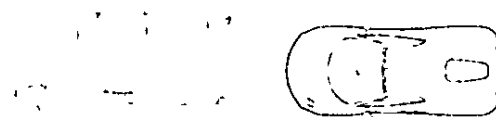
Goods:

Lacarno Class 12 08

The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia

TMID Reference: 83391
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 002067058-0001
Application Date: 02/07/2012
Registration No: 002067058-0001
Registration Date: 02/07/2012
Status: Registered
Renewal Due: 02/07/2017

MOTOR design



Goods:

Lacarno Class 12 08

The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia

TMID Reference: 79080
File Reference: RCD11-0451
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 001272389-0001
Application Date: 18/04/2011
Registration No: 001272389-0001
Registration Date: 18/04/2011
Status: Registered
Renewal Due: 18/04/2021

Goods:

Locarno Classification 12 08
Racing Cars

The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia

MP4 Car (design)

11



12



13



14

TMID Reference: 78997
File Reference: CTM11-0322
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es): 9, 12, 14, 25, 28, 37
Application No: 9801549
Application Date: 10/03/2011
Registration No: 9801549
Registration Date: 25/07/2011
Status: Registered
Renewal Due: 10/03/2021

MP4-12C letters and numerals**Goods:****Class 9**

Sunglasses and cases therefor, compact discs, computer game programs, DVD players, amusement apparatus adapted for use with an external display screen or monitor, anti-theft warning apparatus, speed indicators

Class 12

Motor land vehicles and parts and fittings therefor

Class 14

Watches, jewellery

Class 25

Clothing, footwear, headgear

Class 28

Scale model vehicles

Class 37

Vehicle maintenance and repair services

The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia

TMID Reference: 80359
File Reference: CTM/98281
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es): 12
Application No: 815316
Application Date: 28/04/1998
Registration No: 10925188
Registration Date: 18/11/1999
Status: Registered
Renewal Due: 28/04/2018

RACING CAR device in colour - side view



Goods:

Class 12

Motor land vehicles and parts and fittings therefor

The geographical scope of protection is Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain, Sweden, United Kingdom, AND, with effect from 1st May 2004, Cyprus, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia and Slovenia, AND, with effect from 1st January 2007, Bulgaria and Romania AND, with effect from 1st July 2013, Croatia

TMID Reference: 83394
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 002105395-0001
Application Date: 18/09/2012
Registration No: 002105395-0001
Registration Date: 18/09/2012
Status: Registered
Renewal Due: 18/09/2017



REMOTE CONTROLLED TOY CAR design (1)



Goods:

Lacarno Class 21 01

The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia

TMID Reference: 83395 File Reference: SP12-0355 Proprietor: McLaren Automotive Limited Country: European Union Class(es): Application No: 002105395-0002 Application Date: 18/09/2012 Registration No: 002105395-0002 Registration Date: 18/09/2012 Status: Registered Renewal Due: 18/09/2017	REMOTE CONTROLLED TOY CAR design (2) 
Goods: <p>Lacarno Class 21 01</p> <p>The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia</p>	
TMID Reference: 84179 File Reference: CTM15-1839 Proprietor: McLaren Automotive Limited Country: European Union Class(es): 14, 18, 25 Application No: 14717011 Application Date: 21/10/2015 Registration No: 14717011 Registration Date: 11/03/2016 Status: Registered Renewal Due: 21/10/2025	Speedy Kiwi (figurative) 
Goods: <p>Class 14 Articles made of precious metal or coated therewith, namely, badges, boxes, bracelets, figurines, ingots, jewellery, key chains, statuettes, trophies, works of art, cufflinks, tie bars, key rings, lapel pins, clocks, watches and horological instruments, parts and fittings for the aforesaid goods, precious stones</p> <p>Class 18 Articles of leather or imitation leather, namely, trunks and travelling bags, suitcases, schoolbags, tote bags, backpacks, day packs, handbags, clutch bags, shoulder bags, duffel bags, messenger bags, purses, key cases, wallets, leather shoulder belts, credit card holders, umbrellas, parasols and walking sticks</p> <p>Class 25 Clothing, footwear, headgear</p> <p>The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom</p>	

TMID Reference: 83385
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 001608977-0001
Application Date: 08/09/2009
Registration No: 001608977-0001
Registration Date: 08/09/2009
Status: Registered
Renewal Due: 08/09/2019

Goods:

Lacarno Class 12 16

The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia

STEERING WHEEL design



TMID Reference: 84300
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 001678442-0001
Application Date: 05/03/2010
Registration No: 001678442-0001
Registration Date: 05/03/2010
Status: Registered
Renewal Due: 05/03/2015

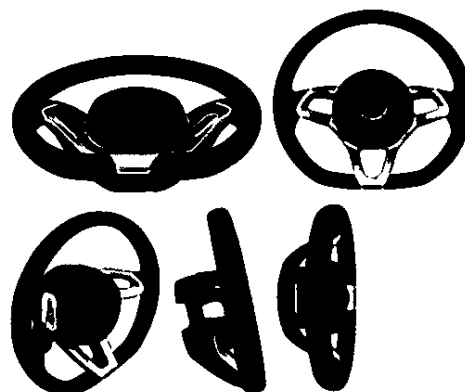
Goods:


Lacarno Class 21 01

Electronic toys

The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom

STEERING WHEEL design (1)



TMID Reference: 84302 File Reference: SP12-0355 Proprietor: McLaren Automotive Limited Country: European Union Class(es): Application No: 002608273-0001 Application Date: 05/01/2015 Registration No: 002608273-0001 Registration Date: 05/01/2015 Status: Registered Renewal Due: 05/01/2020	<p>The publication of the design has been deferred.</p>
Goods: Lacarno Class 21 08 Sports cars The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom	
TMID Reference: 83390 File Reference: SP12-0355 Proprietor: McLaren Automotive Limited Country: European Union Class(es): Application No: 002067033-0001 Application Date: 02/07/2012 Registration No: 002067033-0001 Registration Date: 02/07/2012 Status: Registered Renewal Due: 02/07/2017	<p>TOY CAR design</p> 
Goods: Lacarno Class 21 01 The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia	

TMID Reference: 83392
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 002067066-0001
Application Date: 02/07/2012
Registration No: 002067066-0001
Registration Date: 02/07/2012
Status: Registered
Renewal Due: 02/07/2017

Goods:

Lacarno Class 03 01

The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia

TRAVELLING BAG design (1)

TMID Reference: 83393
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 002067066-0002
Application Date: 02/07/2012
Registration No: 002067066-0002
Registration Date: 02/07/2012
Status: Registered
Renewal Due: 02/07/2017

Goods:

Lacarno Class 03 01

The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia

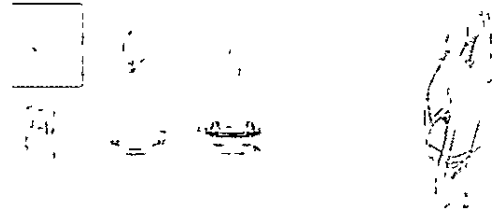
TRAVELLING BAG design (2)

TMID Reference: 83407
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 002429274-0001
Application Date: 20/03/2014
Registration No: 002429274-0001
Registration Date: 20/03/2014
Status: Registered
Renewal Due: 20/03/2019

Goods:

Lacarno Class 12 08

The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom

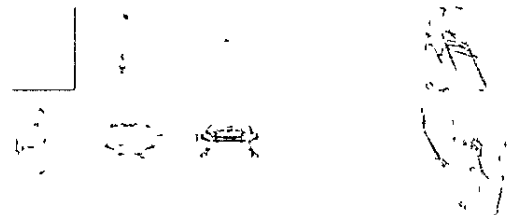
VEHICLE design (1)

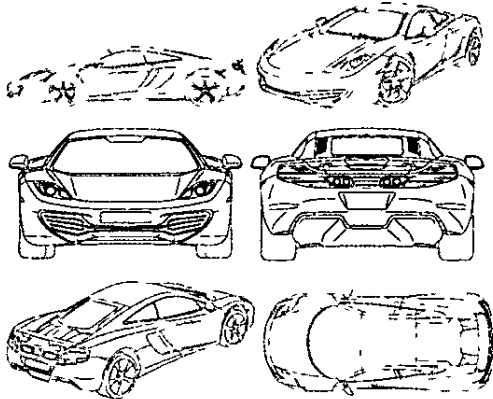
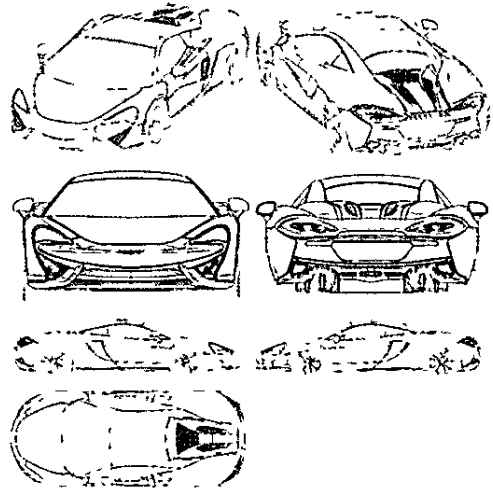
TMID Reference: 83408
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 002429274-0002
Application Date: 20/03/2014
Registration No: 002429274-0002
Registration Date: 20/03/2014
Status: Registered
Renewal Due: 20/03/2019

Goods:

Lacarno Class 12 08

The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom

VEHICLE design (2)

<p> TMID Reference: 84299 File Reference: SP12-0355 Proprietor: McLaren Automotive Limited Country: European Union Class(es): Application No: 001678426-0001 Application Date: 05/03/2010 Registration No: 001678426-0001 Registration Date: 05/03/2010 Status: Registered Renewal Due: 05/03/2015 </p>	<p>VEHICLE design (3)</p> 
<p> Goods: Lacarno Class 21 01 Toy cars, scale models, model car The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom </p>	
<p> TMID Reference: 84301 File Reference: SP12-0355 Proprietor: McLaren Automotive Limited Country: European Union Class(es): Application No: 002608257-0001 Application Date: 05/01/2015 Registration No: 002608257-0001 Registration Date: 05/01/2015 Status: Registered Renewal Due: 05/01/2020 </p>	<p>VEHICLE design (4)</p> 
<p> Goods: Lacarno Class 21 08 Sports cars The geographical scope of protection is Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom </p>	

TMID Reference: 83384
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 001608969-0001
Application Date: 08/09/2009
Registration No: 001608969-0001
Registration Date: 08/09/2009
Status: Registered
Renewal Due: 08/09/2019

Goods:

Locarno Class 12 16

The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia

VEHICLE PART design



TMID Reference: 83389
File Reference: SP12-0355
Proprietor: McLaren Automotive Limited
Country: European Union
Class(es):
Application No: 002067025-0001
Application Date: 02/07/2012
Registration No: 002067025-0001
Registration Date: 02/07/2012
Status: Registered
Renewal Due: 02/07/2017




Goods:


Lacarno Class 12 16

The geographical scope of protection is Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom AND, with effect from 1st July 2013, Croatia


WHEEL FOR MOTOR design





TMID Reference: 80558 File Reference: Proprietor: McLaren Automotive Limited Country: France Class(es): 12 Application No: 154435 Application Date: 14/09/1989 Registration No: 1572764 Registration Date: 14/09/1989 Status: Registered Renewal Due: 13/09/2019	CHEVRON device 
Goods: Class 12 Motor vehicles and their parts for locomotion on land, their parts and accessories (except lights) speed regulators, metal and non-metal locks and pistons	
TMID Reference: 5715 File Reference: 13-0743 Proprietor: McLaren Automotive Limited Country: France Class(es): 12 Application No: Application Date: Registration No: 1260331 Registration Date: 12/02/1974 Date: Status: Registered Renewal Due: 08/02/2024	MCLAREN RACING & Kiwi logo 
Goods: Class 12 Motor land vehicles and parts thereof	
TMID Reference: 80478 File Reference: Proprietor: McLaren Automotive Limited Country: Germany Class(es): 12 Application No: M65803 Application Date: 15/09/1989 Registration No: 39983566 Registration Date: 12/12/1990 Date: Status: Registered Renewal Due: 30/09/2019	CHEVRON device 
Goods: Class 12 Land vehicles and components	

TMID Reference: 80477 File Reference: Proprietor: McLaren Automotive Limited Country: Germany Class(es): 12 Application No: M65804 Application Date: 15/09/1989 Registration No: 39983567 Registration Date: 10/01/1991 Status: Registered Renewal Due: 30/09/2019	MCLAREN stylised word 
Goods: Class 12 Land vehicles and components	


TMID Reference: 80476 File Reference: Proprietor: McLaren Automotive Limited Country: Germany Class(es): 12 Application No: M65802 Application Date: 15/09/1989 Registration No: 39983565 Registration Date: 08/11/1990 Status: Registered Renewal Due: 30/09/2019	MCLAREN word
Goods: Class 12 Land vehicles and components	

TMID Reference: 81170 File Reference: 04-0638-13-1954 Proprietor: McLaren Automotive Limited Country: Hong Kong Class(es): 12 Application No: 300280791AB Application Date: 06/09/2004 Registration No: 300280791AB Registration Date: 06/09/2004 Status: Registered Renewal Due: 05/09/2024	McLaren ``speed`` logo 
Goods: Class 12 Motor land vehicles and parts and fittings therefor	

TMID Reference: 80712 File Reference: 97801 Proprietor: McLaren Automotive Limited Country: Hungary Class(es): 12 Application No: M1202819 Application Date: 24/09/1997 Registration No: 207252 Registration Date: 24/09/1997 Status: Registered Renewal Due: 24/09/2017	McLAREN and Amorphous Tick device 
Goods: Class 12 Motor land vehicles and parts and fittings therefor	

TMID Reference: 81175 File Reference: Proprietor: McLaren Automotive Limited Country: Italy Class(es): 12 Application No: 8924226 Application Date: 18/09/1989 Registration No: 1253603 Registration Date: 11/02/1992 Status: Registered Renewal Due: 18/09/2019	CHEVRON device 
Goods: Class 12 Land vehicles and motors, their parts and accessories	

TMID Reference: 82276 File Reference: 14-0624 Proprietor: McLaren Automotive Limited Country: Japan Class(es): 12 Application No: 2014-35984 Application Date: 07/05/2014 Registration No: 5704924 Registration Date: 26/09/2014 Status: Registered Renewal Due: 26/09/2024	MCLAREN 650S (words)
Goods: Class 12 Sports cars and racing cars and their parts and fittings therefor, non-electric prime movers for land vehicles [not including `their parts`], machine elements for land vehicles, traction engine, two-wheeled motor vehicles, bicycles and their parts and fittings	

TMID Reference: 41181 File Reference: 971182 Proprietor: McLaren Automotive Limited Country: Japan Class(es): 12 Application No: 9-179738 Application Date: 25/11/1997 Registration No: 4304830 Registration Date: 13/08/1999 Status: Registered Renewal Due: 13/08/2019	McLAREN and Amorphous Tick device 
Goods: Class 12 Racing cars and other cars, parts and fittings thereof, traction engines, driving machines and implements for land vehicles, mechanical elements for land vehicles, direct or indirect current motors for land vehicles, anti-theft alarm for vehicles	

TMID Reference: 83893 File Reference: 15-1338 Proprietor: McLaren Automotive Limited Country: Japan Class(es): 12 Application No: 2015-67784 Application Date: 16/07/2015 Registration No: 5828146 Registration Date: 19/02/2016 Status: Registered Renewal Due: 19/02/2026	MCLAREN LONGTAIL (word mark)
Goods: Class 12 Sports cars and racing cars and their parts and fittings therefor, two-wheeled motor vehicles, bicycles and their parts and fittings	

TMID Reference: 84081
File Reference: 15-1639
Proprietor: McLaren Automotive Limited
Country: Japan
Class(es): 12
Application No: 2015-92539
Application Date: 24/09/2015
Registration No: 5831907
Registration Date: 04/03/2016
Status: Registered
Renewal Due: 04/03/2026

MCLAREN LT word and letters**Goods:**

Class 12
Sports cars and racing cars and their parts and fittings therefor, non-electric prime movers for land vehicles (not including `their parts`), machine elements for land vehicles, traction engines, AC motors or DC motors for land vehicles (not including `their parts`), anti-theft alarms for vehicles, two-wheeled motor vehicles, bicycles and their parts and fittings

TMID Reference: 81896
File Reference: 13-1788
Proprietor: McLaren Automotive Limited
Country: Japan
Class(es): 12
Application No: 2013-88106
Application Date: 11/11/2013
Registration No: 5668370
Registration Date: 09/05/2014
Status: Registered
Renewal Due: 09/05/2024

MCLAREN MASTA words**Goods:**

Class 12
Sports cars and racing cars and their parts and fittings therefor, non-electric prime movers for land vehicles (not including `their parts`), machine elements for land vehicles, traction engines, two-wheeled motor vehicles, bicycles and their parts and fittings

TMID Reference: 22859
File Reference: 92903, 15-1038
Proprietor: McLaren Automotive Limited
Country: Japan
Class(es): 12
Application No: 4-161568
Application Date: 21/08/1992
Registration No: 3091769
Registration Date: 31/10/1995
Status: Registered
Renewal Due: 31/10/2025

Goods:

Class 12 Motor cars, parts and accessories thereof, driving machines and implements for land vehicles, bearings, shafts, transmissions, gears, buffers and brakes for land vehicles, direct or indirect current motors for land vehicles

MCLAREN word

TMID Reference: 22858
File Reference: 92904, 15-1633
Proprietor: McLaren Automotive Limited
Country: Japan
Class(es): 12
Application No: 4-161569
Application Date: 21/08/1992
Registration No: 3091770
Registration Date: 31/10/1995
Status: Registered
Renewal Due: 31/10/2025

Goods:

Class 12 Motor cars, parts and accessories thereof, driving machines and implements for land vehicles, bearings, shafts, transmissions, gears, buffers and brakes for land vehicles, direct or indirect current motors for land vehicles

MCLAREN word in katakana**マクラーレン**

TMID Reference: 82013
File Reference: 13-2017
Proprietor: McLaren Automotive Limited
Country: Japan
Class(es): 12
Application No: 2014-4827
Application Date: 24/01/2014
Registration No: 5674547
Registration Date: 30/05/2014
Status: Registered
Renewal Due: 30/05/2024

Goods:

Class 12

Automobiles and structural parts therefor, non-electric prime movers for land vehicles [not included their parts], machine elements for land vehicles, traction engine, AC motors or DC motors for land vehicles [not included their parts], anti-theft alarms for vehicles, two-wheeled motor vehicles, bicycles and their parts and fittings

MERGULHO word

TMID Reference: 81717
File Reference: 13-1409
Proprietor: McLaren Automotive Limited
Country: Japan
Class(es): 12
Application No: 2013-70047
Application Date: 06/09/2013
Registration No: 5646981
Registration Date: 31/01/2014
Status: Registered
Renewal Due: 31/01/2024

Goods:

Class 12

Automobiles and structural parts therefor, non-electric prime movers for land vehicles [not included their parts], machine elements for land vehicle, AC motors or DC motors for land vehicles [not included their parts]

PARABOLICA word

WILDBORE & GIBBONS

TMID Reference: 84182
File Reference: 15-1842
Proprietor: McLaren Automotive Limited
Country: Japan
Class(es): 14, 18, 25
Application No: 2015-105826
Application Date: 30/10/2015
Registration No: 5841294
Registration Date: 15/04/2016
Status: Registered
Renewal Due: 15/04/2026

Speedy Kiwi (figurative)



Goods:

Class 14

Articles made of precious metal or coated therewith, namely, badges, boxes, bracelets, figurines, ingots, jewellery, key chains, statuettes, trophies, works of art, cufflinks, tie bars, key rings, lapel pins, clocks, watches and horological instruments, parts and fittings for the aforesaid goods, precious stones

Class 18

Articles of leather or imitation leather, namely, trunks and travelling bags, suitcases, schoolbags, tote bags, backpacks, day packs, handbags, clutch bags, shoulder bags, duffel bags, messenger bags, purses, key cases, wallets, leather shoulder belts, credit card holders, umbrellas, parasols and walking sticks

Class 25

Clothing, footwear, headgear

TMID Reference: 80475
File Reference: 08-0328
Proprietor: McLaren Automotive Limited
Country: Korea (South)
Class(es): 12
Application No: 2008-1841
Application Date: 28/04/2008
Registration No: 45-0028122-00-00
Registration Date: 01/07/2009
Status: Registered
Renewal Due: 01/07/2019

McLaren 'speed' logo



Goods:

Class 12

Sports cars, Passenger cars/automobiles, Air bags/safety devices for automobiles, Hoods for automobile engines, Horns for automobiles, Anti theft alarms for automobiles, Doors for automobile, Direction signals for automobiles, Rearview mirrors for automobile, Bumpers for automobiles, Automobile bodies, Automobile chassis, Seat covers for automobiles, Windshields, Carsafety seats for children for automobile, Steering wheels for automobiles, Automobile seats, Automobile wheels, Sun blinds adapted for automobiles, Automobile windows, Reversing alarms for automobiles, Head rests for automobile seats, Safety belts for automobile seats

WILDBORE & GIBBONS

TMID Reference: 78664
File Reference: 10-1049
Proprietor: McLaren Automotive Limited
Country: Kuwait
Class(es): 12
Application No: 115414
Application Date: 24/10/2010
Registration No: 101993
Registration Date: 24/10/2010
Status: Registered
Renewal Due: 23/10/2020

Goods:

Class 12
Motor land vehicles and parts and fittings therefor

McLaren ``speed`` logo



TMID Reference: 81141
File Reference: 13-0102
Proprietor: McLaren Automotive Limited
Country: Kuwait
Class(es): 35
Application No: 140657
Application Date: 09/06/2013
Registration No: 117938
Registration Date: 14/09/2014
Status: Registered
Renewal Due: 08/06/2023

Goods:

Class 35
Retail services connected with the sale of motor land vehicles

McLaren ``speed`` logo




TMID Reference: 81142
File Reference: 13-0103
Proprietor: McLaren Automotive Limited
Country: Kuwait
Class(es): 37
Application No: 140658
Application Date: 09/06/2013
Registration No: 117939
Registration Date: 14/09/2014
Status: Registered
Renewal Due: 08/06/2023


Goods:


Class 37
Repair and maintenance of motor land vehicles


McLaren ``speed`` logo



TMID Reference: 80610 File Reference: 10-1061 Proprietor: McLaren Automotive Limited Country: Lebanon Class(es): 12 Application No: 135274 Application Date: 05/05/2011 Registration No: 135274/1 Registration Date: 05/05/2011 Status: Registered Renewal Due: 05/05/2026	McLaren ``speed`` logo 
Goods: Class 12 Motor land vehicles and parts and fittings therefor	

TMID Reference: 81147 File Reference: 13-0108 Proprietor: McLaren Automotive Limited Country: Lebanon Class(es): 35, 37 Application No: 148518 Application Date: 12/03/2013 Registration No: 148518 Registration Date: 12/03/2013 Status: Registered Renewal Due: 12/03/2028	Mclaren `speed` logo 
Goods: Class 35 Retail services connected with the sale of motor land vehicles	

TMID Reference: 47084 File Reference: 99267 Proprietor: McLaren Automotive Limited Country: Malaysia Class(es): 12 Application No: 99/7646 Application Date: 12/08/1999 Registration No: 99007646 Registration Date: 12/08/1999 Status: Registered Renewal Due: 12/08/2019	McLAREN and Amorphous Tick device 
Goods: Class 12 Motor land vehicles and parts and fittings therefor	

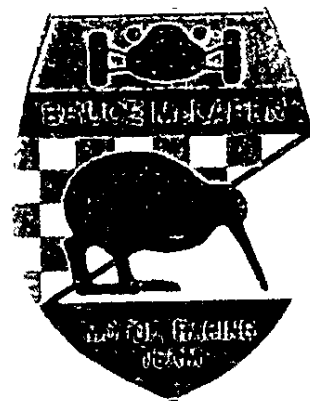
TMID Reference: 80480 File Reference: 97810 Proprietor: McLaren Automotive Limited Country: Monaco Class(es): 12 Application No: 18862 Application Date: 16/09/1997 Registration No: 9718767 Registration Date: 16/09/1997 Status: Registered Renewal Due: 16/09/2017	McLAREN and Amorphous Tick device 
Goods: Class 12 Motor land vehicles and parts and fittings therefor	

TMID Reference: 80363
File Reference: 001256
Proprietor: McLaren Automotive Limited
Country: New Zealand
Class(es): 12
Application No: 624671
Application Date: 06/10/2000
Registration No: 957084
Registration Date: 06/10/2000
Status: Registered
Renewal Due: 06/10/2017

Goods:

Class 12
 Motor land vehicles and parts and fittings therefor

BRUCE McLAREN MOTOR RACING TEAM
logo



TMID Reference: 49101
File Reference: 001023
Proprietor: McLaren Automotive Limited
Country: New Zealand
Class(es): 12
Application No: 617103
Application Date: 20/06/2000
Registration No: 617103
Registration Date: 20/06/2000
Status: Registered
Renewal Due: 20/06/2017

Goods:

Class 12
 Motor land vehicles and parts and fittings therefor

McLAREN and Amorphous Tick device



TMID Reference: 80364
File Reference: 05-0548
Proprietor: McLaren Automotive Limited
Country: New Zealand
Class(es): 12
Application No: 735609
Application Date: 14/09/2005
Registration No: 957085
Registration Date: 14/09/2005
Status: Registered
Renewal Due: 14/09/2025

Goods:

Class 12
Motor land vehicles and parts and fittings therefor


MCLAREN word
MCLAREN


TMID Reference: 80361
File Reference: 001255
Proprietor: McLaren Automotive Limited
Country: New Zealand
Class(es): 12
Application No: 624051
Application Date: 27/09/2000
Registration No: 957083
Registration Date: 27/09/2000
Status: Registered
Renewal Due: 27/09/2017


Goods:


Class 12
Motor land vehicles and parts and fittings therefor


SPEEDY KIWI words and device


TMID Reference: 81139 File Reference: 13-0100 Proprietor: McLaren Automotive Limited Country: Qatar Class(es): 37 Application No: 79770 Application Date: 24/02/2013 Registration No: 79770 Registration Date: 09/06/2015 Status: Registered Renewal Due: 24/02/2023	McLaren `speed` logo 
Goods: Class 37 Repair and maintenance of motor land vehicles	




TMID Reference: 81137 File Reference: 13-0098 Proprietor: McLaren Automotive Limited Country: Qatar Class(es): 12 Application No: 79768 Application Date: 24/02/2013 Registration No: 79768 Registration Date: 09/06/2015 Status: Registered Renewal Due: 24/02/2023	McLaren `speed` logo 
Goods: Class 12 Motor land vehicles and parts and fittings therefor	


TMID Reference: 81138 File Reference: 13-0099 Proprietor: McLaren Automotive Limited Country: Qatar Class(es): 35 Application No: 79769 Application Date: 24/02/2013 Registration No: 79769 Registration Date: 09/06/2015 Status: Registered Renewal Due: 24/02/2023	McLaren `speed` logo 
Goods: Class 35 Retail services connected with the sale of motor land vehicles	

TMID Reference: 83634/WP-RU File Reference: Proprietor: McLaren Automotive Limited Country: Russian Federation Class(es): 12 Application No: 786448 Application Date: 30/05/2002 Registration No: 786448A Registration Date: 30/05/2002 Status: Registered Renewal Due: 30/05/2022	McLAREN and Amorphous Tick device 
Goods: Class 12 Motor land vehicles and parts and fittings therefore	


TMID Reference: 78675 File Reference: 10-1065 Proprietor: McLaren Automotive Limited Country: Saudi Arabia Class(es): 12 Application No: 163968 Application Date: 18/01/2011 Registration No: 1380/64 Registration Date: 30/09/2012 Status: Registered Renewal Due: 30/09/2020	McLaren ``speed`` logo 
Goods: Class 12 Motor land vehicles and parts and fittings therefor	


TMID Reference: 81146 File Reference: 13-0107 Proprietor: McLaren Automotive Limited Country: Saudi Arabia Class(es): 37 Application No: 190919 Application Date: 14/01/2013 Registration No: 143402927 Registration Date: 21/04/2014 Status: Registered Renewal Due: 27/09/2022	McLaren `speed` logo 
Goods: Class 37 Repair and maintenance of motor land vehicles	

TMID Reference: 81145 File Reference: 13-0106 Proprietor: McLaren Automotive Limited Country: Saudi Arabia Class(es): 35 Application No: 190918 Application Date: 14/01/2013 Registration No: 143402926 Registration Date: 21/04/2014 Status: Registered Renewal Due: 25/09/2022	McLaren `speed` logo 
Goods: Class 35 The bringing together, for the benefit of others, of a variety of goods (excluding the transport thereof), enabling customers to conveniently view and purchase those goods of motor land vehicles	
TMID Reference: 81189 File Reference: 10-1074 Proprietor: McLaren Automotive Limited Country: Singapore Class(es): 12 Application No: T1013587F-02 Application Date: 20/10/2010 Registration No: T1013587F-02 Registration Date: 20/10/2010 Status: Registered Renewal Due: 20/10/2020	McLaren ``speed`` logo 
Goods: Class 12 Motor land vehicles and parts and fittings therefor	
TMID Reference: 80285 File Reference: 12-0510 Proprietor: McLaren Automotive Limited Country: South Africa Class(es): 12 Application No: 2012/10141 Application Date: 18/04/2012 Registration No: 2012/10141 Registration Date: 18/04/2012 Status: Registered Renewal Due: 18/04/2022	McLaren ``speed`` logo 
Goods: Class12 Motor land vehicles and parts and fittings therefor	

TMID Reference: 47025 File Reference: Proprietor: McLaren Automotive Limited Country: Spain Class(es): 12 Application No: 1519481 Application Date: 14/09/1989 Registration No: 3055979 Registration Date: 05/11/1991 Status: Registered Renewal Due: 13/09/2019	MCLAREN stylised word 
Goods: Class 12 Land vehicles and parts	

TMID Reference: 47033 File Reference: Proprietor: McLaren Automotive Limited Country: Spain Class(es): 12 Application No: 1519482 Application Date: 14/09/1989 Registration No: 3055983 Registration Date: 05/11/1991 Status: Registered Renewal Due: 13/09/2019	MCLAREN word
Goods: Class 12 Land vehicles and parts	

TMID Reference: 80368 File Reference: 08/9530 Proprietor: McLaren Automotive Limited Country: Switzerland Class(es): 12 Application No: Application Date: Registration No: P628686 Registration Date: 04/09/1989 Status: Registered Renewal Due: 04/09/2019	MCLAREN INTERNATIONAL and Chevrons device 
Goods: Class 12 Vehicles, land vehicles, their parts and components included in Class 12	

TMID Reference: 80367 File Reference: OB/9530 Proprietor: McLaren Automotive Limited Country: Switzerland Class(es): 12 Application No: Application Date: Registration No: P628687 Registration Date: 04/09/1989 Status: Registered Renewal Due: 04/09/2019	MCLAREN stylised word 
Goods: Class 12 Vehicles, land vehicles, their parts and components included in Class 12	

TMID Reference: 80365 File Reference: 97199/OB/961161 Proprietor: McLaren Automotive Limited Country: Switzerland Class(es): 12 Application No: 02476/1997 Application Date: 27/03/1997 Registration No: P628688 Registration Date: 27/03/1997 Status: Registered Renewal Due: 27/03/2017	MCLAREN word
Goods: Class 12 Motor cars, parts and accessories (as far as included in Class 12) thereof, driving machines and implements for land vehicles, bearings, shafts, transmissions, gears, buffers and brakes for land vehicles, electric motors for land vehicles	

TMID Reference: 80366 File Reference: OB/9530 Proprietor: McLaren Automotive Limited Country: Switzerland Class(es): 12 Application No: Application Date: Registration No: P628685 Registration Date: 04/09/1989 Status: Registered Renewal Due: 04/09/2019	MCLAREN word
Goods: Class 12 Vehicles, land vehicles, their parts and components included in Class 12	

TMID Reference: 81148
File Reference: 13-0109
Proprietor: McLaren Automotive Limited
Country: Taiwan
Class(es): 35, 37
Application No: 102008819
Application Date: 19/02/2013
Registration No: 01613785
Registration Date: 01/12/2013
Status: Registered
Renewal Due: 30/11/2023

Goods:

Class 35
Retail services connected with the sale of motor land vehicles

Class 37
Repair and maintenance of motor land vehicles

McLaren ``speed`` logo

TMID Reference: 47512
File Reference:
Proprietor: McLaren Automotive Limited
Country: Taiwan
Class(es): 12
Application No: 78020148
Application Date:
Registration No: 476294
Registration Date: 16/02/1990
Status: Registered
Renewal Due: 15/02/2020

Goods:

Class 12
Aircraft, vessels, vehicles, transportation machinery and the associated equipment, components and parts thereof


MCLAREN word


TMID Reference: 83634/WP-TR
File Reference:
Proprietor: McLaren Automotive Limited
Country: Turkey
Class(es): 12
Application No: 786448
Application Date: 30/05/2002
Registration No: 786448A
Registration Date: 30/05/2002
Status: Registered
Renewal Due: 30/05/2022


Goods:

Class 12
Motor land vehicles and parts and fittings therefore

McLAREN and Amorphous Tick device

TMID Reference: 78698 File Reference: 10-1090 Proprietor: McLaren Automotive Limited Country: United Arab Emirates Class(es): 12 Application No: 148416 Application Date: 21/10/2010 Registration No: 148416 Registration Date: 04/03/2013 Status: Registered Renewal Due: 21/10/2020	McLaren ``speed`` logo 
Goods: Class 12 Motor land vehicles and parts and fittings therefor	

TMID Reference: 5710 File Reference: 15-2135 Proprietor: McLaren Automotive Limited Country: United Kingdom Class(es): 12 Application No: 980198 Application Date: 09/09/1971 Registration No: 980198 Registration Date: 09/09/1971 Status: Registered Renewal Due: 09/09/2016	KIWI device 
Goods: Class 12 Motor land vehicles and parts thereof included in Class 12	

TMID Reference: 80353 File Reference: 2300594 Proprietor: McLaren Automotive Limited Country: United Kingdom Class(es): 12 Application No: 2300594 Application Date: 16/05/2002 Registration No: 2300594B Registration Date: 16/05/2002 Status: Registered Renewal Due: 16/05/2022	McLAREN and Amorphous Tick device 
Goods: Class 12 Motor land vehicles and parts and fittings therefore	

TMID Reference: 80354
File Reference: 2007929-14-0511
Proprietor: McLaren Automotive Limited
Country: United Kingdom
Class(es): 12
Application No: 2007929
Application Date: 16/01/1995
Registration No: 20079298
Registration Date: 16/01/1995
Status: Registered
Renewal Due: 16/01/2025

Goods:

Class 12
Motor land vehicles and parts and fittings therefor

MCLAREN word and device, series of 2 marks

TMID Reference: 80355
File Reference: 2000985-14-0049
Proprietor: McLaren Automotive Limited
Country: United Kingdom
Class(es): 12
Application No: 2000985
Application Date: 31/10/1994
Registration No: 2000985B
Registration Date: 31/10/1994
Status: Registered
Renewal Due: 31/10/2024

Goods:

Class 12
Motor land vehicles and parts and fittings therefor

MCLAREN/McLaren word (series of 2)

TMID Reference: 82636
File Reference: AS/2214025
Proprietor: McLaren Automotive Limited
Country: United Kingdom
Class(es): 12, 25
Application No: 2214025
Application Date: 11/11/1999
Registration No: 2214025
Registration Date: 11/11/1999
Status: Registered
Renewal Due: 11/11/2019

Goods:

Class 12
Automobiles, parts and fittings for automobiles, excluding tyres, inner tubes, vehicle wheels, rims and covers for vehicle wheels

Class 25
Clothing, headgear and footwear

P1 logo (series of 25)

P1	P10	P19
P2	P11	P20
P3	P12	P21
P4	P13	P22
P5	P14	P23
P6	P15	P24
P7	P16	P25
P8	P17	
P9	P18	

TMID Reference: 80504 File Reference: 12-0883 Proprietor: McLaren Automotive Limited Country: United States of America Class(es): 12 Application No: 85/664664 Application Date: 28/06/2012 Registration No: 4308229 Registration Date: 26/03/2013 Status: Registered Renewal Due: 26/03/2023	12C SPIDER
Goods: Class 12, Motor land vehicles, namely, automobiles, and structural parts therefor	

TMID Reference: 81501 File Reference: 13-1027 Proprietor: McLaren Automotive Limited Country: United States of America Class(es): 12 Application No: 85/968393 Application Date: 24/06/2013 Registration No: 4546520 Registration Date: 10/06/2014 Status: Registered Renewal Due: 10/06/2024	LONGTAIL word
Goods: Class 12 Motor land vehicles, namely, automobiles, and structural parts therefor	

TMID Reference: 80505 File Reference: 12-0884 Proprietor: McLaren Automotive Limited Country: United States of America Class(es): 12 Application No: 85/664585 Application Date: 28/06/2012 Registration No: 4308228 Registration Date: 26/03/2013 Status: Registered Renewal Due: 26/03/2023	MCLAREN 12C SPIDER words
Goods: Class 12 Motor land vehicles, namely, automobiles, and structural parts therefor	

TMID Reference: 82277 File Reference: 14-0625 Proprietor: McLaren Automotive Limited Country: United States of America Class(es): 12 Application No: 86/268985 Application Date: 01/05/2014 Registration No: 4742137 Registration Date: 26/05/2015 Status: Registered Renewal Due: 26/05/2025	MCLAREN 650S (words)
Goods: Class 12 Motor land vehicles namely automobiles and structural parts therefor	

TMID Reference: 81895 File Reference: 13-1789 Proprietor: McLaren Automotive Limited Country: United States of America Class(es): 12 Application No: 86/111473 Application Date: 06/11/2013 Registration No: 4655257 Registration Date: 16/12/2014 Status: Registered Renewal Due: 16/12/2024	MCLAREN MASTA words
Goods: Class 12 Sports cars and racing cars and structural parts therefor	

TMID Reference: 80635 File Reference: 12-1094 Proprietor: McLaren Automotive Limited Country: United States of America Class(es): 12, 35 Application No: 85/718102 Application Date: 31/08/2012 Registration No: 4371145 Registration Date: 23/07/2013 Status: Registered Renewal Due: 23/07/2023	MCLAREN QUALIFIED words
Goods: Class 12 Pre-owner motor land vehicles Class 35 Retail store services featuring pre-owned vehicles	

TMID Reference: 80101 File Reference: 12-0317 Proprietor: McLaren Automotive Limited Country: United States of America Class(es): 12 Application No: 85/560897 Application Date: 05/03/2012 Registration No: 4449730 Registration Date: 17/12/2013 Status: Registered Renewal Due: 17/12/2023	MCLAREN SPIDER words
Goods: Class 12 Motor land vehicles, namely, automobiles, and structural parts therefor	

TMID Reference: 80360 File Reference: 9950, 14-1729 Proprietor: McLaren Automotive Limited Country: United States of America Class(es): 12 Application No: 75/983736 Application Date: 06/03/2000 Registration No: 4196222 Registration Date: 12/07/2005 Status: Registered Renewal Due: 12/07/2025	MCLAREN stylised word McLaren
Goods: Class 12 Motor land vehicles, namely, automobiles, and structural parts therefor	

TMID Reference: 82014 File Reference: 13-2018 Proprietor: McLaren Automotive Limited Country: United States of America Class(es): 12 Application No: 86/165195 Application Date: 14/01/2014 Registration No: 4643926 Registration Date: 25/11/2014 Status: Registered Renewal Due: 25/11/2024	MERGULHO word
Goods: Class 12 Automobiles and structural parts therefor	

TMID Reference:	83634
File Reference:	MP/02-0765
Proprietor:	McLaren Automotive Limited
Country:	WIPO
Class(es):	12
Application No:	786448
Application Date:	30/05/2002
Registration No:	786448A
Registration Date:	30/05/2002
Status:	Registered
Renewal Due:	30/05/2022

McLAREN and Amorphous Tick device**Goods:**

Class 12
Motor land vehicles and parts and fittings therefore

SCHEDULE 6

Form of Deed of Accession

DATE

20[]

PARTIES

- 1 [] (registered number []) with its registered office at [] (the "**Additional Chargor**"), and
- 2 **THE ROYAL BANK OF SCOTLAND PLC** acting through its office at [] as agent and trustee for the Secured Parties (as defined below) (the "**Security Agent**")

BACKGROUND

- A The Additional Chargor is a Subsidiary of the Company
- B The Company [and others] has entered into a security agreement dated [], 2016 (the "**Security Agreement**") between the Chargors under and as defined in the Security Agreement and the Security Agent
- C The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement
- D The Security Agent and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand
- E The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents

IT IS AGREED as follows

1 **Definitions and interpretation**

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

2 **Accession and covenant to pay**

2.1 With effect from the date of this deed the Additional Chargor

2.1.1 will become a party to the Security Agreement as a Chargor, and

2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

2.2 The Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors

2.3 Neither the covenant to pay in clause 2.2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law

3 Grant of security

Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby

3 1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 1 (*Properties currently owned*) opposite its name,

3 2 charges to the Security Agent (as trustee for the Secured Parties), by way of fixed charge, all its

3 2 1 Properties acquired by it after the date of this deed,

3 2 2 Property Interests,

3 2 3 Equipment,

3 2 4 Securities,

3 2 5 Intellectual Property (excluding Design Rights, Patents and Trade Marks),

3 2 6 Design Rights,

3 2 7 Patents,

3 2 8 Trade Marks,

3 2 9 Debts,

3 2 10 Accounts,

3 2 11 Pension Fund Interests,

3 2 12 Goodwill and Uncalled Capital, and

3 2 13 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3 1 1-3 1 4 inclusive,

3 3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely all of its right, title and interest in and to the Insurance Policies, provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the request and cost of the Additional Chargor re-assign the relevant rights, title and interest in the assigned assets to that Additional Chargor (or as it shall direct), and

3 4 assigns to the Security Agent (as trustee for the Secured Parties) absolutely the benefit of the Assigned Agreements to which it is a party and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements, provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the request and cost of the Additional Chargor re-assign the relevant rights, title and interest in the assigned assets to the Additional Chargor (or as it shall direct)

4 Floating Security

4 1 As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of floating charge, (a) all of its undertaking and assets at

any time not effectively mortgaged, charged or assigned pursuant to clauses 3 1 1-3 1 4 inclusive above and (b) all its assets situated in Scotland

5 Leasehold security restrictions

5 1 There shall be excluded from the Security created by this deed, and from the operation of clause 4 1 (*Restrictions on dealing*) and 16 5 (*Further Assurance*) any leasehold property held by a Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property (each an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained

5 2 For each Excluded Property, the Additional Chargor undertakes to

5 2 1 apply for the relevant consent or waiver of prohibition or conditions within 10 Business Days of the date of this deed (in relation to Excluded Property owned at the date of this deed) or within 10 Business Days of the relevant Chargor acquiring the relevant Excluded Property (if otherwise) and, to use all reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,

5 2 2 upon reasonable request, keep the Security Agent informed of its progress in obtaining such consent or waiver, and

5 2 3 promptly following receipt of such consent or waiver, provide the Security Agent with a copy

5 3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3 1 1, clause 3 1 2 1 or clause 3 1 2 2 (*Fixed security*) as the case may be. If required by the Security Agent (acting reasonably) at any time following receipt of that waiver or consent, the Additional Chargor will execute a further valid fixed charge in such form as the Security Agent shall require but on terms no more onerous to the Chargor than those set out in this deed

6 Land Registry restriction

In respect of Property situated in England and Wales, charged by way of legal mortgage under this deed and registered at the Land Registry the Additional Chargor hereby consents to the Security Agent applying to the Land Registry for a restriction to be entered on the register of its title to such Property 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 charge dated [] in favour of The Royal Bank of Scotland plc referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"

7 Miscellaneous

With effect from the date of this deed

7 1 the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed),

7 2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 1 (*Properties currently owned*) (or any part of it) will include a reference to schedule 1 (*Properties currently owned*) to this deed (or relevant part of it)

8 **Governing law**

This deed is governed by, and shall be construed in accordance with, English law

9 **Enforcement**

9 1 Jurisdiction of English courts

9 1 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**")

9 1 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

9 1 3 This clause 9 1 3 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

10 **Service of process**

Without prejudice to any other mode of service allowed under any relevant law, the Additional Chargor

10 1 irrevocably appoints McLaren Automotive Limited as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document, and

10 2 agrees that failure by a process agent to notify the Additional Chargor of the process will not invalidate the proceedings concerned

11 **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

In Witness whereof this deed has been duly executed on the date first above written

SCHEDULE 2

Accounts

Chargor	Bank	Account name	Account number	Sort code

SCHEDULE 3

Design Rights

Name	Territory	Chargor	Application number

SCHEDULE 4

Patents

Registered title	Territory	Chargor	Application number	Patent number

SCHEDULE 5

Trade Marks

[]

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargor

EXECUTED as a DEED and)
DELIVERED by [])
[LIMITED] acting by)

Director

Director/Secretary

The Security Agent

SIGNED by)
for and on behalf of **THE ROYAL BANK**)
OF SCOTLAND PLC in the presence of)

SCHEDULE 7

PART 1

Form of notice to insurers

From [relevant Chargor] (the "Company")

To [insurer]

[] 2016

Dear Sirs

We refer to the [describe policy/ies and its/their number/s] (the "**Policy/ies**")

We acknowledge that you have received notice of assignment of the above listed Policy/ies pursuant to a security agreement dated 23 December 2014 made between (1) McLaren Automotive Limited and (2) The Royal Bank of Scotland plc (the "**2014 Security Agreement**")

We hereby give notice that, pursuant to a further security agreement dated [] 2016 (the "**2016 Security Agreement**"), we have assigned to The Royal Bank of Scotland plc as trustee for the Secured Parties (as defined therein) (the "**Security Agent**") all our right, title, interest and benefit in and to the Policy

We further notify you that

- (a) you may continue to deal with the Company in relation to the Policy/ies until you receive written notice to the contrary from the Security Agent that an Event of Default (as defined in the 2014 Security Agreement and/or the 2016 Security Agreement) has occurred and is continuing, and
- (b) following receipt of a written notice pursuant to paragraph (a) above
 - (i) we irrevocably authorise and instruct you to comply with any written notice or instructions in any way relating to, or purporting to relate to, the 2014 Security Agreement and/or the 2016 Security Agreement or the Policy/ies, the sums payable to us from time to time under the Policy/ies or the debts represented thereby which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction, and
 - (ii) we are not permitted to receive from you, otherwise than through the Security Agent, any amount in respect of or on account of the sums payable to us from time to time under the Policy/ies or to agree any amendment or supplement to, or waive any obligation under, the Policy/ies without the prior written consent of the Security Agent, and
- (c) this notice may only be revoked or amended with the prior written consent of the Security Agent

Please confirm by completing the enclosed acknowledgement and returning it to the Security Agent (with a copy to us) that

- (a) you accept the instructions and authorisations contained in this notice,

- (b) you have not, at the date this notice is returned to the Security Agent, received any notice that any third party (other than the Security Agent in connection with the 2014 Security Agreement) has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy/ies and you will notify the Security Agent promptly if you should do so in future, and
- (c) that the Security Agent's interest as co-insured is noted on the Policy/ies

This notice and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with, English law

This notice is in addition to (and does not replace) any notice in substantially similar form that we delivered to you previously in relation to the 2014 Security Agreement and the terms of such previously delivered notice remains in full force and effect

Yours faithfully

for and on behalf of
[]

PART 2

Form of acknowledgement from insurers

From [insurer]

To The Royal Bank of Scotland plc (the "Security Agent")

[] 2016

Dear Sirs

We acknowledge receipt of a notice dated [] (the "Notice") and addressed to us by

[] (the "Company") regarding the Policy/ies (as defined in the Notice)

- (a) we accept the instructions and authorisations contained in this Notice,
- (b) we have not, at the date of this acknowledgement, received any notice that any third party (other than the Security Agent in connection with the 2014 Security Agreement) has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy/ies and we will notify the Security Agent promptly if you should do so in future,
- (c) the Security Agent's interest as co-insured is noted on the Policy/ies

This letter and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with, English law

Yours faithfully

[insurer]

SCHEDULE 8

PART 1

Form of notice to counterparties of Assigned Agreements

From [relevant Chargor]

To [counterparty]

[] 2016

Dear Sirs

We refer to the [describe relevant Assigned Agreement] (the "**Agreement**")

We acknowledge that you have received notice of assignment of the above noted Agreement pursuant to a security agreement dated 23 December 2014 made between (1) McLaren Automotive Limited and (2) The Royal Bank of Scotland plc (the "**2014 Security Agreement**")

We hereby notify you that pursuant to a security agreement dated [] 2016 (the "**2016 Security Agreement**") we have assigned to The Royal Bank of Scotland plc as trustee for the Secured Parties (as defined therein) (the "**Security Agent**") absolutely (subject to a proviso for reassignment on redemption) all our right, title, interest and benefit in and to the Agreement

We further notify you that

- (a) you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Security Agent that an Event of Default (as defined in the 2014 Security Agreement and/or the 2016 Security Agreement) has occurred and is continuing. Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent,
- (b) following receipt of a written notice pursuant to paragraph (a) above
 - (i) you are authorised to disclose information in relation to the Agreement to the Security Agent on request,
 - (ii) you must pay all monies to which we are entitled under the Agreement direct to the Security Agent (and not to us) unless the Security Agent otherwise agrees in writing, and
- (c) the provisions of this notice may only be revoked with the written consent of the Security Agent

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) by way of confirmation that

- (i) you agree to the terms set out in this notice and to act in accordance with its provisions, and
- (ii) you have not received notice that we have assigned our rights under the Agreement to a third party (other than the Security Agent in connection with the 2014 Security Agreement) or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party

This notice and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with, English law

This notice is in addition to (and does not replace) any notice in substantially similar form that we delivered to you previously in relation to the 2014 Security Agreement and the terms of such previously delivered notice remains in full force and effect

Yours faithfully

for and on behalf of
[]

PART 2

Form of acknowledgement from counterparties of Assigned Agreements

From [counterparty]

To The Royal Bank of Scotland plc

Copy to [relevant Chargor]

[] 2016

We hereby acknowledge receipt of the notice dated [], a copy of which is attached to the acknowledgment (the "Notice") and confirm the matters set out in paragraphs (i) and (ii) of the Notice

for and on behalf of
[counterparty]

**SCHEDULE 9
PART 1**

Form of notice of charge to third party bank

To [name and address of third party bank]

Attention []

2016

Dear Sirs

We acknowledge that you have received notice of charge of the below listed Accounts pursuant to a security agreement dated 23 December 2014 made between (1) McLaren Automotive Limited and (2) The Royal Bank of Scotland plc (the "**2014 Security Agreement**")

We hereby give you notice that by a security agreement dated [] 2016 (a copy of which is attached) we have charged to The Royal Bank of Scotland plc as trustee for the Secured Parties (as defined therein) (the "**Security Agent**") all our right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts in our name with you together with all interest credited thereto and the debts represented by those sums

[] (together the "**Accounts**")

We hereby irrevocably instruct and authorise you

- 1 to continue to deal with us in relation to the Accounts until you receive written notice to the contract from the Security Agent which confirms that an Event of Default has occurred and is continuing
- 2 to credit to each Account all interest from time to time earned on the sums of money held in that Account,
- 3 following receipt of a written notice from the Security Agent pursuant to paragraph 1 above we further authorise you
 - (a) to disclose to the Security Agent, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Security Agent may, at any time and from time to time, request you to disclose to it,
 - (b) to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Security Agent,
 - (c) to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Security Agent at any time and from time to time, and
 - (d) to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Security Agent without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions

By counter-signing this notice, the Security Agent confirms that we may make withdrawals from the Accounts until such time as the Security Agent shall notify you in writing that their permission is withdrawn and an Event of Default has occurred and is continuing, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Security Agent

These instructions cannot be revoked or varied without the prior written consent of the Security Agent

This notice and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with, English law

This notice is in addition to (and does not replace) any notice in substantially similar form that we delivered to you previously in relation to the 2014 Security Agreement and the terms of such previously delivered notice remains in full force and effect

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Security Agent with a copy to ourselves

Yours faithfully

By
for and on behalf of
[*relevant Chargor*]

Countersignature of Security Agent
The Royal Bank of Scotland plc

By
Authorised signatory for and on behalf of The Royal Bank of Scotland plc

PART 2

Form of acknowledgement from third party bank

To The Royal Bank of Scotland plc

2016

Dear Sirs

We confirm receipt of a notice dated [] 2016 (the "**Notice**") from [*relevant Chargor*] (the "**Company**") of a charge, upon the terms of a Security Agreement dated [] 2016, over all the Company's right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts with us in the name of the Company together with interest relating thereto

[] (together the "**Accounts**")

We confirm that

- 1 we accept the instructions and authorisations contained in the Notice and undertake to comply with its terms,
- 2 we have not received notice of the interest of any third party (other than the Security Agent in connection with the 2014 Security Agreement) in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest,
- 3 we have not claimed or exercised, [nor will we claim or exercise]¹, any Security or right of set-off or combination or counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums,
- 4 until you notify us in writing that withdrawals are prohibited and an Event of Default has occurred and is continuing, the Company may make withdrawals from the Accounts, upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories, and
- 5 we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent

This letter and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with, English law

Yours faithfully

for and on behalf of
[*third party bank*]

¹ To be deleted if third party bank is also an Ancillary Lender with set-off rights

SIGNATORIES (TO SECURITY AGREEMENT)

The Original Chargor

EXECUTED as a DEED and DELIVERED
by **MCLAREN AUTOMOTIVE LIMITED**
acting by

[Redacted]

MIKE FLEWITT

Signature of Director

Name of Director

in the presence of

[Redacted]

JANET ANDERSON

Signature of witness

Name of witness

Address of witness

[Redacted]

Occupation of witness

The Security Agent

SIGNED by)
for and on behalf of)
THE ROYAL BANK)
OF SCOTLAND PLC)
in the presence of)

Signature of witness

Name of witness

Address of witness

Occupation of witness

SIGNATORIES (TO SECURITY AGREEMENT)

The Original Chargor

**EXECUTED as a DEED and DELIVERED
by MCLAREN AUTOMOTIVE LIMITED
acting by**

Signature of Director

Name of Director

in the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness

The Security Agent

SIGNED by)
for and on behalf of)
THE ROYAL BANK)
OF SCOTLAND PLC)
in the presence of)

ALASDAIR CARMHAM

Signature of witness

Name of witness

Address of witness

Occupation of witness

NICK WATKINS

