



Registration of a Charge

Company name: **MCLAREN AUTOMOTIVE LIMITED**

Company number: **01967717**



X4XWO4EZ

Received for Electronic Filing: **04/01/2016**

Details of Charge

Date of creation: **30/12/2015**

Charge code: **0196 7717 0009**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

Contains fixed charge(s).

Authentication of Form

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

Authentication of Instrument

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

Certified by: **BARCLAYS BANK PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1967717

Charge code: 0196 7717 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th December 2015 and created by MCLAREN AUTOMOTIVE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2016 .

Given at Companies House, Cardiff on 5th January 2016

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DEED OF CHARGE OVER CREDIT BALANCES BY A CHARGOR FOR OWN LIABILITIES

If a UK company/LLP executes as Chargor, all parties understand that this document (including any attachments) will be available for inspection by any person upon application to Companies House

To Barclays Bank PLC

1. In consideration of your giving or continuing to give time, credit and/or banking facilities and accommodation to me/us, being the party or parties named in Schedule 1 hereto, I/we with full title guarantee hereby charge by way of first fixed charge all sums of money specified in Schedule 2 hereto (the "Deposit(s)" which expression includes all or any part of the money payable pursuant to such deposit(s) and the debt(s) represented thereby), together with all interest from time to time accruing thereon, as security for the payment of all money and the discharge of all liabilities now or at any time hereafter due, owing or incurred to you by me/us (and, if more than one, by us jointly or jointly and severally) under or in connection with a bonds, guarantees and/or indemnities facility agreement dated on or around the date of this deed (the "Facility Agreement") in respect of any obligation howsoever incurred to you by me/us in whatsoever manner and whether actually or contingently and whether alone or together with another or others and whether as principal or surety and in whatsoever name or style, together with interest, discount, commission and all other charges, costs and expenses for which I/we may be or become liable to you under or in connection with the Facility Agreement ("the Secured Sums").
2. I/we hereby assign to you for the purposes of and to give effect to this security my/our right to require you to repay to me/us the Deposit(s) and to pay interest thereon to me/us.
3. I/we agree that during the currency of this security and notwithstanding any term (express or implied) pursuant to which any of the Deposit(s) is or may be deposited with you or paid to you or held by you, such Deposit(s) shall only be repayable upon written request or demand and I/we shall not be entitled to make any request or demand upon you for repayment of such Deposit(s) or for payment of interest thereon, unless you shall first have agreed to release this security insofar as it concerns such Deposit(s). Any repayment(s) permitted by you shall not be deemed to be a release of this security over any other money or interest then or at any time thereafter forming part of the Deposit(s) or interest accrued thereon. It is hereby expressly agreed that the terms of this security shall override the terms applicable to the Deposit(s).
4.
 - (a) You may at any time hereafter enforce this security, without notice to me/us and without any further or other consent from me/us, by applying or transferring as you think fit all or part of any money or interest subject to this security at any time or times (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards satisfaction of all or such part of the Secured Sums as you may determine.
 - (b) You are hereby irrevocably empowered and authorised as my/our attorney in my/our name and at my/our expense to execute such documents and give such instructions as may be required to give effect hereto, including (without limitation) instructions for the withdrawal of any sums which you may have placed upon my/our behalf with any third party and for the use of any money or interest subject to this security to purchase any currency or currencies required to effect such application.

- (c) You shall not be liable for any loss sustained by me/us in consequence of the exercise of your rights hereunder, including (without limitation) any loss of interest caused by the determination before maturity of any Deposit(s) or by the fluctuation in any exchange rate at which currency may be bought or sold by you.
5. This security shall be a continuing security notwithstanding any intermediate payments or settlement of accounts or other matters whatsoever and shall be in addition to and shall not prejudice or be prejudiced by any rights of set-off, combination, lien or other rights exercisable by you as bankers against me/us or by any securities, guarantees, indemnities and/or negotiable instruments now or hereafter held by you.
 6. I/we shall not assign, transfer, charge or otherwise alienate, deal with or encumber any or all of the money or interest subject to this security or my/our right, title or interest therein, or agree to do so, provided that the security created pursuant to the Security Agreement dated 23 December 2014 between me/us and the Royal Bank of Scotland PLC (in its capacity as Security Agent) and any other Permitted Security as defined in the Senior Facility Agreement dated 23 December 2014 between, inter alia, me/us, the companies listed therein as Original Guarantors, the Royal Bank of Scotland PLC as Agent and Security Agent, the financial institutions named therein as the Original Lenders and the Arrangers shall be permitted to the extent that such security does not rank ahead of, or equal in priority to, the security created pursuant to this first ranking charge.
 7. For the avoidance of doubt, I/we agree that this security is to operate by way of security only in favour of you and that no release of any indebtedness existing now or in the future from you to me/us is intended or effected by this security.
 8. If the persons executing this security are in partnership together and if any change shall at any time occur in the composition of the partnership, then, unless you decide to close the then current account or accounts of the partnership and to open a new account or accounts for the continuing partners, this security shall be a continuing security for all liabilities incurred to you (after as well as before such change) by the persons for the time being constituting such partnership.
 9. Without prejudice to your foregoing rights and as a separate and independent stipulation, I/we agree that you may at any time or times without notice to me/us combine or consolidate any or all sums of money (or part(s) thereof) now standing or hereafter from time to time standing to my/our credit upon any Charged Account listed in Schedule 2, Part 2 of this Deed in whatever currency in any part of the world (whether opened with you or opened by you on my/our behalf with some third party and whether opened in my/our name or in your name or otherwise) with all or such part of the Secured Sums as you may determine (whether presently payable or not).
 10. Where this security is signed by or on behalf of two or more persons, the obligations and liabilities of such persons under it shall be joint and several. In this security the singular shall include the plural and vice versa.

In Witness whereof these presents were executed as a deed this

30TH

day of

December

2015

SCHEDULE 1

(the Chargor(s))

FULL NAME(S)	ADDRESS(ES) (REGISTERED OFFICE IF A COMPANY)
MCLAREN AUTOMOTIVE LIMITED	MCLAREN TECHNOLOGY CENTRE CHERTSEY ROAD WOKING SURREY

SCHEDULE 2

PART 1

Definition of the Deposit(s)

* In this security the expression "Deposit(s)" means all sums of money in any currency:

- (a) deposited or paid by me/us now or at any time hereafter under or in connection with the Facility Agreement to the credit of the account(s) (if any) with you specified in Part 2 of this Schedule 2 and/or (where the context permits) any additional and/or substitute account(s) hereafter opened with you for the deposit or holding of all or part of the money or interest subject to this security; and
- (b) deposited or paid by me/us with or to you or held by you on my/our behalf pursuant to the deposit contract(s) (if any), short particulars of which are given in Part 3 of this Schedule 2; and
- (c) representing the renewal or replacement of or for any sums deposited or paid or held as set out in the foregoing paragraphs;

and, in each case, whether such money has been deposited or paid (if the undersigned are more than one) on behalf of all of us or any of us jointly with another or others of us and whether any such account is opened in the name of all or any of us or in your name or otherwise.

*(Delete any of the foregoing paragraphs if it is inapplicable and initial against this alteration).

PART 2

Details of Charged Account(s)

Barclays Bank PLC RE McLaren Automotive Limited US Dollar Business Premium Account Account Number XXXXXXXXXX
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PART 3
Details of Charged Deposit Contract(s)

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Executed as a deed by MCLAREN AUTOMOTIVE LIMITED

[Redacted Signature]

Director

Name: MIKE FLEWITT

[Redacted Signature]

Witness

Name: LAURA BRUNER

Director/Secretary

Company's Registered Number: 1967717