

MG01

Particulars of a mortgage or charge

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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT

You cannot use this form to register
particulars of a charge in
company. To do this, please use
form MG01s

THURSDAY



A13AX5DS

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23/02/2012

#369

COMPANIES HOUSE



Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1

Company details

Company number 07377477

Company name in full McLaren Life Limited (the "Chargor")

2

Date of creation of charge

Date of creation d1 d7 m0 m2 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Deed of charge over account balances (the "Charge")

4

Amount secured

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

Amount secured

All indebtedness and all obligations or liabilities of any kind
which may now or at any time in the future be due, owing
or incurred by the Chargor to the Lender under any of the
Finance Documents, whatever their nature or basis, in any
currency or currencies and however they are described
together with Interest and Expenses (the "**Secured
Obligations**")

**All capitalised terms are defined in the continuation sheet to
this form**

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name **Principality Building Society (the "Lender")**

Address **Principality Buildings, Queen Street, Cardiff**

Postcode **C F 1 0 1 U A**

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars **Please see the attached continuation sheet.**

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7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission, allowance or discount Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X Eversheds LLP X

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

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Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Fraser MacRae

Company name Eversheds LLP

Address 1 Callaghan Square

Post town Cardiff

County/Region

Postcode C F 1 0 5 B T

Country

DX DX 33016 Cardiff

Telephone 0845 497 9797



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1.1 Grant of security

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations charges to the Lender all its rights, title and interest in and to the Account Balances:

1.1.1 by way of first fixed charge; and

1.1.2 by way of first floating charge (to the extent only that the Account Balances or any part of them are not effectively subject to the first fixed charge established pursuant to clause 3 1.1)

1.2 Continuing security

All the security granted or created by the Charge is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Obligations.

1.3 Full title guarantee and implied covenants

All the security created or given under the Charge is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 Negative pledge

During the Security Period, the Chargor must not create, extend or permit to subsist any security over any of the Secured Assets, nor may it:

1.4.1 sell, transfer or otherwise dispose of any of the Secured Assets

1.4.2 in any way sell or dispose of the equity of redemption or any interest in the Secured Assets; or

1.4.3 enter into any other preferential arrangement having a similar effect

SCHEDULE

The Accounts

	Account Name	Account number
1	PBS Client Account McLaren Life Limited Number 2	
2		
3		
4		

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;">DEFINITIONS</p> <p>"Account" means each account of the Chargor with the Lender of which brief particulars are set out in Schedule 1 (<i>The Accounts</i>) to the Charge (replicated in the Schedule above) and includes, where the context admits, any sub-account or ledger relating to each such account, and all renewals or redesignations of each such account and also any account opened pursuant to the provisions of clause 14 5 (<i>Power to establish new account</i>) of the Charge and "Accounts" shall mean all of the Accounts</p> <p>"Account Balances" means the aggregate of the sums from time to time standing to the credit of the Accounts, together with interest (including interest compounded and treated as capital) and other rights, benefits or sums accruing, offered or arising to, in respect of or incidental to each of the Accounts, and the debts represented by the Accounts</p> <p>"Car Park Development" means the development of a multi-storey car park at the Car Park Development Property.</p> <p>"Car Park Development Property" means Carlton Street, Weston-Super-Mare.</p> <p>"Discharge Date" means the date with effect that both:</p> <ul style="list-style-type: none"> (i) practical completion of the Car Park Development; and (ii) the Lender's nominated valuers have confirmed a market value of the Car Park Development Property of not less than £4,867,000 <p>"Secured Assets" means the assets charged pursuant to clause 3 1 (<i>Grant of security</i>) of the Charge (clause 1 2 of this form) or otherwise the subject of any security created by or pursuant to the Charge and includes any part or parts of such assets</p> <p>"Security Period" means the period beginning on the date of the Charge and ending on the Discharge Date</p>	



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7377477
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE OVER
ACCOUNT BALANCES DATED 17 FEBRUARY 2012 AND
CREATED BY MCLAREN LIFE LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
PRINCIPALITY BUILDING SOCIETY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 23 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 FEBRUARY
2012

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES