101879/23

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

Companies House

Go online to file this information
www.gov.uk/companieshouse

A fee is be payable wi
Please see 'How to pay'

FRIDAY

A8DEJ5D6
A22 06/09/2019 #94
COMPANIES HOUSE

✓ **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**
You may not use this for register a charge where instrument. Use form M

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. If 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 will be scanned and placed on the public record. **Do not send the original.**

For official use: 5 9

→ **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	0 2 8 7 5 1 1 4
Company name in full	Sunseeker London Ltd

2 Charge creation date

Charge creation date	d 0 4 m 0 9 y 2 0 1 9

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	Lombard North Central 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.

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.

Brief description

Marine Mortgage

Vessel Type: Sunseeker Predator 50

Hull Number: GB- XSK 07333 G920

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.

☐ **Yes**

☑ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **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.

☐ **Yes**

☑ **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.

☐

[1] This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here.

Signature

Signature

X 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: SECURITIES, NEW BUSINESS SUPPORT

Company name: Lombard North Central Plc

Address: PO Box 520, Adwick Park

Manvers, Wath Upon Dearne,

Post town: Rotherham

County/Region: South Yorkshire

Postcode: S 6 3 3 B R

Country:

DX:

Telephone: 0345 877 8888

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2875114

Charge code: 0287 5114 0059

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th September 2019 and created by SUNSEEKER LONDON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th September 2019.

Given at Companies House, Cardiff on 16th September 2019

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

I certify that, save for material redacted pursuant to S.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.
Lombard North Central PLC
Signed Lombard North Central Plc

Deed of Covenants

Date: 5.9.2019.

Lombard

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Date: 4. 9. 2019

Owner: **Sunseeker London Limited** **Registration number:** 02875114

Lombard: **Lombard North Central PLC of PO Box 520, Rotherham, S63 3BR**

Vessel

Type of Vessel	Engine Type and Number	Year of manufacture	Hull Identification Number	Port of Registry and Official Number	Classification
Sunseeker Predator 50 (EX VAT)	2 x Volvo D8 600 7008 493 710 7008 493 708	2019 Build 2020 Model	GB-XSK07333G920		

References to the **Vessel** include (without limitation) any share or interest in the Vessel, its machinery and engines and the Vessel's current and future documents, certificates, licences, logs, manuals and records and any or all other items over which this deed creates security

It is intended that this document takes effect as a deed notwithstanding that a party may only execute it under hand.

Location of Vessel when not in use: Poole

Insurance required: **Agreed value**: Vessel to be insured for her market value against all marine, transit and third party risks

1 Owner's Obligations

The Owner will pay Lombard on demand all the Owner's Obligations The Owner's Obligations are all the Owner's liabilities to Lombard (present, future, actual or contingent and whether incurred alone or jointly with another) and include (without limitation):

1.1 **Interest** at the rate charged by Lombard, calculated both before and after demand or judgment or decree on a daily basis and compounded according to agreement, or, in the absence of an agreement, monthly on the days selected by Lombard

1 2 any expenses, costs or administration charges, Lombard or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Vessel or taking, perfecting, protecting or enforcing this deed or exercising any power under it.

2 Charge

The Owner has granted/agreed to grant to Lombard an Unregistered Mortgage or at Lombard's request a Statutory Mortgage over all of the Vessel. In addition, the Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee

2 1 mortgages the Vessel to Lombard;

2.2 assigns to Lombard all of its right, title, benefit and interest in and to

2.2.1 all agreements for any hire, lease or charter of the Vessel and all amounts receivable under or in connection with those agreements;

2.2.2 all insurance policies relating to the Vessel and assigns all proceeds of that insurance to Lombard;

2.2.3 all warranties and maintenance contracts associated with the Vessel

2.3 charges to Lombard all of its current and future boats, tackle, spare parts, fuel and stores, whether on board or ashore which relate to the Vessel

2.4 If any property expressed to be assigned in this Clause 2 cannot be assigned, the Owner shall hold that property on trust for Lombard.

3 Restrictions

The Owner will not, without Lombard's prior written consent:

3.1 permit or create any mortgage, charge or lien over the Vessel

3.2 dispose of the Vessel

3.3 hire, lease, charter or part with possession of the Vessel except i) where the Vessel is used as a demonstrator, and both Lombard and the Owner are aware that the Vessel has been acquired for the purpose of demonstrations, ii) where it is in the control of a person authorised in a Facility Letter, the Owner shall be entitled to part with possession for a reasonable period of time.

3.4 change the official number, name or identification marks of the Vessel

3.5 amend or end, or grant a waiver under, any contract which is mortgaged, charged, assigned or held on trust under this deed

3.6 assign or transfer the benefit of this deed.

4 Vessel Undertakings

The Owner will:

4.1 keep the Vessel registered as a British Ship under Part 1 of the UK Ship Register:

4.1.1 the Vessel will be taken outside the United Kingdom; or

4.1.2 Lombard otherwise reasonably requires the Vessel to be registered to protect its security.

4.2 maintain the Vessel's existing classification (if any) as specified in this deed.

4.3 use the Vessel in a safe, careful and proper manner and in accordance with the manufacturer's recommendations.

4.4 pay all licence fees, port fees, mooring fees, taxes, fines, charges or amounts due and relating to the Vessel or its use.

4.5 immediately inform Lombard of any arrest, collision or incident affecting the Vessel

4.6 permit Lombard at any time to inspect the Vessel.

4.7 permit Lombard auditors to access its premises and /or those of any person with control of the Vessel for the purposes of conducting quarterly audits on the stock and operation of the facility.

4.8 keep the Vessel in the United Kingdom, a country which is a member of the European Union, the Isle of Man, the Channel Islands, Gibraltar or Turkey and not elsewhere without Lombard's prior written consent.

4 9 keep the Vessel in good and seaworthy condition and carry out repairs and replace parts as appropriate, in accordance with the manufacturer's recommendations and not, without Lombard's consent, make any alterations to the Vessel

4.10 comply with all laws or regulations which apply to the Vessel or its use and the requirements of the Boat Safety Scheme

4.11 not use the Vessel for residential purposes

4.12 deposit with Lombard all documents of title, leases or charters relating to the Vessel.

4.13 if Lombard so requests, keep attached to the Vessel in a prominent position a metal plate stating "This vessel is mortgaged to Lombard North Central PLC"

4.14 comply with any other requirements which Lombard notifies to the Owner.

4.15 promptly inform Lombard of any Event of Default or of any casualty, damage or Total Loss or any condition, event or circumstance which with the lapse of time might constitute an Event of Default.

Total Loss means:

(a) an actual, constructive, compromised or agreed total loss of the Vessel, or

(b) any expropriation, confiscation, requisition or acquisition of a Vessel, whether for full consideration, a consideration less than its proper value, a nominal consideration or without any consideration, which is effected by any government or official authority or by any person or persons claiming to be or to represent a government of official authority, excluding a requisition for hire for a fixed period against payment of market hire, not exceeding one year without any right to extension; or

(c) any condemnation of a Vessel by any tribunal or by any person or persons claiming to be a tribunal

5 Insurance Undertakings

The Owner will

5.1 keep the Vessel insured to Lombard's reasonable satisfaction against loss or damage and against third party liabilities on terms and in amount(s) that Lombard notifies to the Owner. In default, Lombard may arrange insurance at the Owner's expense.

5 2 ensure that Lombard's interest as mortgagee of the Vessel is endorsed on the insurance policy and that Lombard is named on the insurance policy as first loss payee.

5.3 hold on trust for Lombard all proceeds of any insurance of the Vessel. At Lombard's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations

5.4 deposit with Lombard all insurance policies and related documents (or copies where Lombard agrees)

6 When security becomes enforceable

Without prejudice to Lombard's other rights under this deed or by virtue of applicable law, upon the occurrence of an Event of Default, and at any time thereafter, Lombard may, irrespective of whether a notice has been served on the Owner, declare the security constituted by this deed to have become immediately enforceable and thereafter Lombard shall be entitled, without further notice or further demand, immediately to exercise all the powers and remedies possessed by it according to applicable law as mortgagee of the Vessel and in particular but, without limitation, the powers set out in this deed

7 Possession and Exercise of Powers

7.1 Lombard does not have an immediate right to possession of the Vessel or its income (and will not be considered to be taking possession if it enters to inspect or repair the Vessel). The Owner will continue in possession until Lombard takes possession.

7.2 When the security created by this deed becomes enforceable in accordance with Clause 6, Lombard may then take possession and exercise any of its other powers without further delay.

7.3 Any purchaser or third party dealing with Lombard or a receiver may assume that Lombard's powers have arisen and are exercisable without proof that demand has been made

7 4 Lombard will not be liable to account to the Owner for any money not actually received by Lombard

8 Appointment of Receiver

Lombard may appoint or remove a receiver or receivers of the Vessel If Lombard appoints a receiver, Lombard may fix and pay the receiver's fees and expenses The receiver will be the Owner's agent and the Owner (and not Lombard) will be responsible for the acts, defaults and remuneration of the receiver

9 Powers of Lombard and Receivers

9 1 Lombard or any receiver may:

9 1 1 enter, take possession of, operate and/or generally manage the Vessel

9 1 2 maintain or repair the Vessel.

9 1 3 sell, hire, lease, charter or accept surrenders of any hire, lease or charter, charge or deal with the Vessel without restriction.

9 1.4 complete any transactions by executing any deeds or documents in the name of the Owner

9 1 5 take, continue or defend any proceedings and enter into any arrangement or compromise.

9.1 6 insure the Vessel, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this

9 1 7 employ advisers, consultants, managers, agents, workmen and others

9 1 8 purchase or acquire materials, tools, equipment, furnishing, goods or supplies

9 1.9 do any acts which Lombard or a receiver considers to be incidental or beneficial to the exercise of its powers.

9.2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations.

9.3 Joint receivers may exercise their powers jointly or separately.

9.4 A receiver will first apply any money received from the Vessel towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses The receiver will then apply any remaining money received as required by law.

9.5 Lombard may exercise any of its powers even if a receiver has been appointed

9.6 Lombard may set off any of the Owner's Obligations against any amount owed by Lombard to the Owner Lombard may exercise this right, without prior notice, both before and after demand. For this purpose, Lombard may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

9.7 Any credit balance with Lombard will not be repayable, or capable of being transferred, charged or dealt with by the Owner until the Owner's Obligations have been paid in full

10 Application of Payments

10.1 Lombard may apply any payments received for the Owner to reduce any of the Owner's Obligations, as Lombard decides

10.2 If Lombard receives notice of any charge or other interest affecting the Vessel, Lombard may suspend the operation of the Owner's account(s) and open a new account or accounts Regardless of whether Lombard suspends the account(s), any payments received by Lombard after the date of that notice will be applied first to repay any of the Owner's Obligations arising after that date.

11 Preservation of other Security and Rights and Further Assurance

11.1 This Deed is in addition to any other security for the Owner's Obligations held by Lombard now or in the future. Lombard may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or Lombard's other rights

11.2 On request, the Owner will execute any deed or document, or take any other action required by Lombard, to perfect or enhance Lombard's security under this deed

12 Non-Compliance by the Owner

If the Owner for any reason fails to observe or punctually perform any of its obligations under this deed, Lombard shall be entitled, on behalf of or in the name of the Owner or otherwise and at the cost of the Owner, to perform the obligation and to take any steps which Lombard may consider necessary with a view to remedying or mitigating the consequences of the failure

13 Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints Lombard, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

14 Consents, Notices and Demands

14.1 All consents, notices and demands must be in writing

14.2 Lombard may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to Lombard.

14.3 A notice or demand by Lombard will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m on a business day, or otherwise on the next business day.

14.4 A notice from the Owner to Lombard will be effective on receipt

15 Transfers

Lombard may allow any person to take over any of its rights or duties under this deed. The Owner authorises Lombard to give that person or its agent any financial or other information about the Owner References to Lombard include its successors.

16 Law, Jurisdiction and Service of Process

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

16.1 For Lombard's benefit only, the Owner irrevocably submits to the non-exclusive jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings connected with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction To the extent allowed by law, Lombard may take concurrent proceedings in any number of jurisdictions.

16 2 The Address for Service, if specified, or any other address provided for this purpose, will be an effective address for serving proceedings on the Owner.

17 Definitions and interpretation

Capitalised terms defined in the Master Marine Agreement shall have the same meaning in this Deed unless expressly defined in this Deed

IN WITNESS of which this Deed of Covenants has been executed and delivered as a deed, on the date stated at the beginning of this Deed of Covenants.

~~Executed and Delivered as a deed~~ by the Owner

[redacted]

~~Director/Authorised Signatory~~

Director/Authorised Signatory

If there is only one signature a witness is required

Signed by the ~~Director/~~Authorised Signatory in the presence of:

[redacted]

Witness' signature [redacted]

Witness' name in full Sharon Mahram

Address [redacted]

Occupation Group Legal Counsel

Signed for by Lombard

[redacted]