



Registration of a Charge

Company name: **BLUE SKY INTERMODAL (UK) LTD.**

Company number: **04601781**



X9GMBAQB

Received for Electronic Filing: **28/10/2020**

Details of Charge

Date of creation: **26/10/2020**

Charge code: **0460 1781 0035**

Persons entitled: **LOMBARD NORTH CENTRAL PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

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: **JANICE WILSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4601781

Charge code: 0460 1781 0035

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th October 2020 and created by BLUE SKY INTERMODAL (UK) LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th October 2020 .

Given at Companies House, Cardiff on 29th October 2020

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**

Chattel Mortgage (US Dollars)



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

Date	26/10/2020 (to be completed by Lombard following execution of this Deed by the Owner)		
Owner	Blue Sky Intermodal (UK) Ltd	Company registration number	04601781

Lombard North Central Plc, PO Box 520, Rotherham S63 3BR. Customer service: 0345 8778888
Text Relay: 18001 0345 877 8888 Company Registration Number: 00337004

Chattels: References to Chattels includes any additions, accessories, replacement parts and the other assets charged by Clause 2.

Details of the Chattels

Make	Model	New / Used	Serial number	Date first reg. or manufactured	Description
Xiamen Pacific Container Manufacturing Co. Ltd	20' x 8' x 8'6"	Used	BSIU327200 - 327449 inclusive	01/04/2020	250 Dry Cargo Containers

Location of Chattels	As listed on the Container Location Schedule to be provided Bi-Annually
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It is intended that this document take effect as a deed notwithstanding that a party may only execute it under hand.

1 Owner's Obligations

The Owner will pay to 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:

- 1.1 **Interest** at the rate charged by Lombard, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by Lombard;
- 1.2 any expenses Lombard or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Chattels or taking, perfecting, protecting, enforcing or exercising any power under this deed.

2 Charge

The Owner, as a continuing security for the Owner's Obligations and with full title guarantee:

- 2.1 charges to Lombard all legal interest in the Chattels, by way of legal mortgage;
- 2.2 gives to Lombard a fixed charge over any of the following Chattels of the Owner, whether owned now or in the future:
 - 2.2.1 any other interest in the Chattels;
 - 2.2.2 all rents receivable from any lease or hiring granted of the Chattels;
 - 2.2.3 the proceeds of any insurance affecting the Chattels;
 - 2.2.4 all handbooks, logs, maintenance or other records, manuals, data or drawings relating to the Chattels, including any associated warranties and maintenance contracts;
 - 2.2.5 all, equipment, tools, and other goods which are necessary to ensure that the Chattels function in accordance with the manufacturer's recommendations.

3 Restrictions

The Owner will not, without the consent of Lombard:

- 3.1 permit or create any mortgage, charge or lien on the Chattels;
- 3.2 dispose of the Chattels;
- 3.3 part with or share possession of the Chattels;
- 3.4 move the Chattels from the Location.

4. Chattels Undertakings

The Owner will:

- 4.1 permit Lombard at any time to inspect the Chattels;
- 4.2 keep the Chattels at the Location;
- 4.3 keep all Chattels of an insurable nature comprehensively insured (including if requested by Lombard, terrorism cover) to Lombard's reasonable satisfaction for their full reinstatement cost. In default, Lombard may arrange insurance at the Owner's expense;
- 4.4 hold on trust for Lombard all proceeds of any insurance of the Chattels. 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;
- 4.5 where required by Lombard, deposit with Lombard all insurance policies (or copies where Lombard agrees), and all documents of title relating to the Chattels;
- 4.6 keep the Chattels serviced and maintained in good condition and ensuring any lost stolen or worn-out parts are replaced in accordance with the manufacturer's recommendations;
- 4.7 use and operate the Chattels in accordance with the manufacturer's recommendations;
- 4.8 replace or repair any broken or worn out parts when necessary;
- 4.9 not, without Lombard's consent, carry out any modifications or alterations to the Chattels without Lombard's prior consent.

5. Possession and Exercise of Powers

- 5.1 Lombard does not have an immediate right to possession of the Chattels or their income (and will not be considered to be taking possession if it enters premises to inspect the Chattels). The Owner will continue in possession until Lombard makes a demand.
- 5.2 If Lombard makes a demand, Lombard may then take possession and exercise any of its other powers.
- 5.3 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.
- 5.4 Lombard will not be liable to account to the Owner for any money not actually received by Lombard.

6. Appointment of Receiver

Lombard may appoint or remove a receiver or receivers of the Chattels. 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.

7. Powers of Lombard and receivers

7.1 Lombard or any receiver may:

7.1.1 take possession of, and/or generally manage the Chattels;

7.1.2 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair of the Chattels;

7.1.3 sell, lease, surrender or accept surrenders of leases, charge or deal with the Chattels without restriction, including disposing of any accessories, additions or parts separately;

7.1.4 complete any transactions by executing any deeds or documents in the name of the Owner;

7.1.5 take, continue or defend any proceedings and enter into any arrangement or compromise;

7.1.6 insure the Chattels and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;

7.1.7 employ advisers, consultants, managers, agents, workmen and others;

7.1.8 purchase or acquire materials, tools, equipment, goods or supplies;

7.1.9 do any acts which Lombard or a receiver considers to be incidental or beneficial to the exercise of their powers;

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

7.3 Joint receivers may exercise their powers jointly or separately.

7.4 A receiver will first apply any money received from the Chattels 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.

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

7.6 Lombard may set off any of the Owner's Obligations against any amount owed by Lombard to the Owner under this or any other agreement, or guarantee with or other obligation owed to Lombard. 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.

7.7 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. Lombard allowing the Owner to make withdrawals will not waive this restriction.

8. Application of Payments

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

8.2 If Lombard receives notice of any charge or other interest affecting the Chattels, Lombard may suspend 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.

9. Preservation of other Security and Rights and Further Assurance

9.1 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.

9.2 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.

10. 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.

11. More than One Owner

Where the Owner is more than one person the Owner's Obligations include their joint and several liabilities. References to Owner are to them together and separately.

12. Consents, Notices and Demands

- 12.1 All consents, notices and demands must be in writing (which shall include, in the case of a notice issued by Lombard, by electronic means).
- 12.2 Lombard may deliver a notice or demand to the Owner at the contact details last known to Lombard or the Owner's registered office.
- 12.3 A notice or demand by Lombard will be deemed given at the time of personal delivery; on the Business Day after posting; or, if by fax or other electronic means, at the time of sending, if sent before 6.00pm on a Business Day, or otherwise on the next Business Day. A business day is a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 12.4 The Owner must deliver a notice to Lombard addressed to Customer Services at the address, fax or text relay number shown in the Mortgage. Notice by the Owner will be effective when received. For the avoidance of doubt, no notices may be served on Lombard by electronic means.

13. Transfers


Lombard may allow any person to take over any of its rights and 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.

14. Law

- 14.1 This deed is governed by English law and the English courts have exclusive jurisdiction.
- 14.2 For the benefit of Lombard, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgement or ruling in any proceedings in connection 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.
- 14.3 This deed may be executed in any number of counterparts and all of such counterparts taken together will be deemed to constitute one and the same instrument.
- 14.4 No term of this deed will be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this deed.

This deed takes effect at the date stated at the beginning of this deed.

Executed and Delivered as a deed by the Owner



G. J. MORNARD
Director/Member of LLP

Director/Secretary/Member of LLP

Date 21/10/2020

If there is only one signature, which must be that of a Director, a witness is required

Signed by the Director in the presence of:

Witness' signature 

Witness' name in full CHRISTOPHER PAUL LANGLEY

Address 




Occupation TREASURER

Signed for Lombard

