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legibly, preferably
in black type, or
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*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

150897 / 26

395

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[S I I I]

04878988

Name of company

* VENTURA UK LIMITED (the "Owner") whose registered office is at 71 Duke Street, Mayfair,
London W1K 5NY

Date of creation of the charge

13 August 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Deed of Covenants and General Assignment between (1) GE Commercial Distribution Finance GmbH
("CDF") and (2) the Company (the "Deed of Covenants")

Amount secured by the mortgage or charge

07
All of the obligations and monies whether principal, interest or otherwise which may from time to time
be or become due and owing actually or contingently to CDF from the Owner under the Guarantee
and the Security Documents (the "Guaranteed Obligations")

Names and addresses of the mortgagees or persons entitled to the charge

GE Commercial Distribution Finance GmbH (Reg No HRB 52318, AG Dusseldorf), Goldbach Office
Park, Daniel-Goldbach-Strasse 19, 40880 Ratingen, Germany

Postcode

Presentor's name address and
reference (if any)

Barlow Lyde & Gilbert LLP
Beaufort House
15 St Botolph Street
London
EC3A 7NJ

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



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AU80K2A8

15/08/2008

402

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Owner has granted the Mortgage to CDF and by the Deed of Covenants, granted with full title guarantee and with first priority mortgages and charged the Vessel to CDF and assigned absolutely and agreed to assign to CDF all of its rights and interest, both present and future, in and to the Assigned Property

NOTE 1 - The security created by the Mortgage and the Deed of Covenants is a continuing security for the payment of the Guaranteed Obligations and the due performance of the Owner's obligations to CDF and shall not be satisfied or discharged by any intermediate or partial payment of the Guaranteed Obligations or insolvency, liquidation, administration or bankruptcy of the Owner

NOTE 2 - Save as provided in the Security Documents, the owner agreed not to sell, create any Security Interest over or otherwise dispose of the Vessel or the Assigned Property or any right to or interest in the Vessel or Assigned Property

(please see continuation sheet for definitions of the capitalised terms used herein)

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Particulars as to commission allowance or discount (note 3)

N/A

Signed Boulas Lyde & Gilbert LLP Date 13 August 2008

On behalf of ~~XXXXXXXX~~ (mortgagee/~~XXXXXXXX~~ †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

*† delete as
appropriate*

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Definitions

In the Deed of Covenants

"Assigned Property" means all of the Owner's rights and interest at any time or in connection with the Insurances and the Requisition Compensation,

"Dealer" means Ventura Yachts S L , a company incorporated under the laws of Spain whose registered office/principal place of business is at Urbanizacion Puerto Jose Banus - Pueblo Marinero Benabo, 29669 Marbella (Malaga), Spain,

"Guarantee" means the guarantee and indemnity dated on or about 13 August 2008 between CDF and the Owner,

"Insurances" means all contracts of insurance including entries of the Vessel in a mutual insurance association or such other arrangements which from time to time are entered into for the insurance of the Vessel and the earnings including all claims and return of premiums but excluding an insurance policies taken out by CDF,

"Mortgage" means the first statutory mortgage on the Vessel in Form MSF 4736 granted by the Owner to CDF on or about 13 August 2008,

"Requisition Compensation" means all compensation payable as a result of requisition for title or other compulsory acquisition of the Vessel by any government, state or other competent authority, other than requisition for hire,

"Security Documents" means the Mortgage, the Deed of Covenants and all other documents executed as security for or evidencing the Guaranteed Obligations,

"Security Interest" means a mortgage, charge, pledge, any maritime or other lien or other security interest security any obligation of any person or any other agreement or arrangement having a similar effect, and the security rights of a claimant in an action in rem,

"Vendor" means Bertram Yacht Inc, a company registered under the laws of Delaware (US) and whose office is situated at 2711 Cebterville Road, Suite 400, Wilmington, Delaware, US,

"Vessel" means the Caterpillar Yacht previously known as, "Bertram" and now known as "Gon Fishin" legally and beneficially owned by the Owner as to all the shares and registered in the United Kingdom at the UK Ship Register under Official no 740894 including the hull, machinery, equipment, fuel, lubricating oil and stores of the Vessel whether owned at present by the Owner or acquired afterwards and all additions, improvements and replacements made to the Vessel, and

"Vessel Invoice" means the invoice issued by the Vendor in relation to the sale of the Vessel

END tag

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 4878988
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF COVENANTS AND
GENERAL ASSIGNMENT DATED 13 AUGUST 2008 AND
CREATED BY VENTURA UK LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
GE COMMERCIAL DISTRIBUTION FINANCE GMBH UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
15 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 AUGUST 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES