

62/23

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

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the Web
Please go to www.companieshouse.gov.uk

☒ **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 for**
You may not use this form to
register a charge when the charge
instrument is not available for
inspection. Use form MR02



A06 *A5MHOF2A* #153
COMPANIES HOUSE

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.

1 Company details

Company number 0 7 3 6 2 5 9 8

Company name in full ☒ Barr Atoll Marine (Spain) Limited

Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date ^d1 ^m12 ^y20 ^y16

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

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Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

Marine Mortgage

Vessel Type Sunseeker 68 Sport Yacht

✓ Hull Number GB-XSK06417H516

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

✓ ☒ No

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Particulars of a charge

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

A Z

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Company name

Lombard North Central Plc

Address

Po Box 464, Templars Way

Chandlers Ford

Post town

Eastleigh

County/Region

Hampshire

Postcode

S O 5 3 3 U S

Country

DX

Telephone

02380 242171



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 £13 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.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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7362598

Charge code: 0736 2598 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th December 2016 and created by BARR ATOLL MARINE (SPAIN) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th December 2016.

P

Given at Companies House, Cardiff on 5th January 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Mortgage (Deed of Covenant)



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

Date 16/12/16

Owner. Barr Atoll Marine (Spain) Limited

Registration number. 07362598

Lombard Lombard North Central PLC, Lombard Marine Finance, PO Box 464, Templars Way, Chandlers Ford, Eastleigh, SO53 3US Company Registration Number 00337004 Customer Service 02380 242171 Textphone 02380 251419

Vessel

Type of Vessel	Engine Type and Number	Year of manufacture	Hull Identification Number	Port of Registry and Official Number	Classification
Sunseeker 68 Sport Yacht	2 x MTU 8V 2000 M94 Diesel P - 511100714 S - 511100713	2015 Build 2016 Model	GB- XSK06417H516		

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 (except in Clause 2.1) any or all other items over which this deed creates security

Location of Vessel when not in use

Puerto Banus, Spain

I CERTIFY THAT SAME FOR MATERIAL ADAPTED PURSUANT TO S.8594 OF THE COMPANIES ACT 2006, THIS COPY INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT LOMBARD NORTH CENTRAL PLC

Insurance required

Agreed value

23/12/16

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 given to Lombard a **Common Law 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 2 4 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 3 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

3 4 change the name or identification marks of the Vessel

3 5 amend or end, or grant a waiver under, any contract 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 maintain the Vessel's existing classification (if any) as specified in this deed

4 2 use the Vessel in a safe, careful and proper manner and in accordance with the manufacturer's recommendations

4 3 pay all licence fees, port fees, mooring fees, taxes, fines, charges or amounts due and relating to the Vessel or its use

4 4 immediately inform Lombard of any arrest, collision or incident affecting the Vessel

4 5 permit Lombard at any time to inspect the Vessel

4 6 keep the Vessel in the United Kingdom

4 7 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 8 comply with all laws or regulations which apply to the Vessel or its use and the requirements of the Boat Safety Scheme

4 9 not use the Vessel for residential purposes

4 10 deposit with Lombard all documents of title, leases or charters relating to the Vessel

4 11 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 12 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

Event of Default means an event of default howsoever described under the documentation creating or evidencing the Owner's Obligations

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 or 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

4 13 comply with any other requirements which Lombard notifies to the Owner

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

15 Consents, Notices and Demands

- 15 1 All consents, notices and demands must be in writing
- 15 2 Lombard may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to Lombard
- 15 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 A **business day** is a weekday other than a national holiday
- 15 4 A notice from the Owner to Lombard will be effective on receipt

16 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

17 Law, Jurisdiction and Service of Process

- 17 1 Unless the Owner is resident or incorporated in Scotland, English law governs this deed and the English courts will have exclusive jurisdiction
- 17 2 If the Owner is resident or incorporated in Scotland, Scots law governs this deed and the Scottish courts will have exclusive jurisdiction
- 17 3 For Lombard's benefit, the Owner irrevocably submits to the jurisdiction of the relevant courts detailed above in connection with any dispute arising out of, or connected with, or concerning the existence or validity of, this deed (each a **dispute**) The Owner agrees to waive any objection to the relevant courts detailed above, whether on the grounds of venue or that the forum is not appropriate Lombard may take any proceedings in connection with any dispute in any other court of competent jurisdiction
- 17 4 Any address for service of proceedings detailed in any loan agreement between the Owner and Lombard applies to this deed

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

Executed and Delivered as a deed by the Owner

Director

Director/Secretary

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 THOMAS WILLS

Address

Occupation

Signed for by Lombard