

MR01

Particulars of a charge

COMPANIES HOUSE
EDINBURGH



Companies House

31 AUG 2018

947 774 £23



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A fee is payable with this form
Please see 'How to pay' on the back of this form

FRONT DESK

FRIDAY



SCT *S7DHXKS8* 31/08/2018 #72
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 for**
You may not use this form to
register a charge where the charge is
instrument. Use form MR02.

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.**

1 Company details

Company number S C 3 8 8 8 0 5

Company name in full CLOUD GLOBAL LTD

For official use

→ Filling 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 d 2 d 4 m 0 m 8 y 2 y 0 y 1 y 8

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

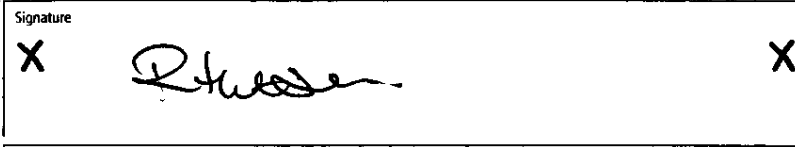
Name

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	
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".
	2008 Diamond Aircraft Industries DA42 Twin Star Reg. mark G-CIKM Serial no. 42.367 For full details please refer to the instrument	Please limit the description to the available space.
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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	6	Floating charge
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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. <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06).
	9	Signature
Signature	Please sign the form here.	
	Signature 	
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**

Post town **Rotherham**

County/Region **South Yorkshire**

Postcode **S 6 3 3 B R**

Country **England**

DX

Telephone **01709 773072**



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: 388805

Charge code: SC38 8805 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 24th August 2018 and created by CLOUD GLOBAL LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2018.

Given at Companies House, Edinburgh on 3rd September 2018



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Aircraft Mortgage – UK CAA



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

Date: 24.8.2018

Owner: Cloud Global Ltd

Registration number: SC388805

Lombard: Lombard North Central PLC of PO Box 520, Rotherham, S63 3BR, with Company Registration Number 00337004

Aircraft

Country of Registration	Manufacturer and type of Aircraft	Manufacturer's serial number of Aircraft	Year of Manufacture of Aircraft	Manufacturer and type of Engine(s)	Manufacturer's serial number of Engine(s)	Year of manufacture of Engine(s)	Aircraft Registration Number
United Kingdom	Diamond Aircraft Industries GMBH DA42 Twin Star	42.367	2008	Thielert TAE 125-02-99	02-02-04641 & 02-02-04642	2008	G-CIKM

Other Aircraft Details:

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
29.8.18

References to the **Aircraft** include (without limitation) its Engine(s) and (except in Clause 2) its radio equipment, landing gear, auxiliary power unit, documents, certificates, licences, manuals and technical records and all other items over which this deed creates security.

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

Location of Aircraft when not in use: Perth Airport

Insurance required: Agreed value: The greater of 110% of the balance outstanding or the current market value of the aircraft.

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 Aircraft or taking, perfecting, protecting or enforcing this deed or exercising any power under it.
- 2 Charge**
- 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 Aircraft, its spare parts and its manuals and technical records 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 Aircraft and all amounts receivable under or in connection with those agreements;
 - 2.2.2 all insurance policies relating to the Aircraft and all proceeds of that insurance to Lombard;
 - 2.2.3 all warranties and maintenance contracts associated with the Aircraft; and
 - 2.2.4 all compensation paid for any compulsory requisition or acquisition of the Aircraft.
 - 2.3 charges to Lombard all of the avionics, radio and other equipment and accessories on the Aircraft.
 - 2.4 charges to Lombard all other property from time to time on the Aircraft.
 - 2.5 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 Aircraft.
 - 3.2 dispose of the Aircraft.
 - 3.3 hire, lease, charter or part with possession of the Aircraft.
 - 3.4 change the registration or identification marks of the Aircraft.
 - 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 Aircraft Undertakings**
- The Owner will:
- 4.1 keep the Aircraft registered in its own name at the United Kingdom Civil Aviation Authority with a valid Certificate of Airworthiness and an Annual Review Certificate.
 - 4.2 use the Aircraft in a safe, careful and proper manner and in accordance with the manufacturer's recommendations.
 - 4.3 keep the Aircraft properly maintained in an airworthy condition, and carry out repairs and replace parts as appropriate, in accordance with the manufacturer's recommendations and in accordance with the United Kingdom Civil Aviation Authority standards and not, without Lombard's prior written consent, make any alterations to the Aircraft.
 - 4.4 keep the Aircraft at the Location when not in use.
 - 4.5 pay all duties, charges, fees (including hangar fees), rates, taxes, penalties, and other amounts due in respect of the Aircraft and produce copies of all receipts to Lombard on demand.

- 4.6 keep the Aircraft's manuals, records and logs complete, up-to-date, in a safe location, hold them to Lombard's order and permit Lombard to inspect them and the Aircraft at any time.
- 4.7 comply with all laws and regulations of any country or jurisdiction to which the Aircraft may be subject and other obligations in relation to the Aircraft and its use.
- 4.8 deposit with Lombard all documents of title and the Certificate of Airworthiness relating to the Aircraft.
- 4.9 not, without Lombard's prior written consent, otherwise make any modifications or alterations to the Aircraft or install or remove any part to the Aircraft;
- 4.10 ensure that all substitutions, replacements and renewals of parts made to the Aircraft are (i) in good operating and airworthy condition and (ii) legally and beneficially owned by the Owner free from any security interest and are such that upon installation in the Aircraft they will be subject to the security created by this deed and that any Engine or other part of the Aircraft removed from the Aircraft shall remain subject to the security created by this deed until such time as a replacement shall have been installed on the Aircraft;
- 4.11 if Lombard so requests, keep attached to the Aircraft in a prominent position in the cockpit a metal plate stating: "This aircraft 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 Aircraft; or
- (b) any expropriation, confiscation, requisition or acquisition of an Aircraft, 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 an Aircraft 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 Aircraft insured against loss or damage to Lombard's reasonable satisfaction on an agreed value basis as indicated on the front of this deed. In default, Lombard may arrange insurance at the Owner's expense. The policy of insurance must include:
 - 5.1.1 war, hijacking and other perils which are normally excluded by London Market Aviation clause AVN 48B.
 - 5.1.2 London Market Aviation clause AVN 2001A (*Date Recognition Limited Coverage*).
 - 5.1.3 aircraft liability insurance to cover the Owner and Lombard against all claims for death, personal injury and damage to property arising from the use of the Aircraft in such amount as Lombard requires.
 - 5.1.4 London Market Aviation clauses AVN 28B or AVN 67B (*Financial Interest Endorsements*) as Lombard requires, identifying Lombard as first loss payee.
- 5.2 hold on trust for Lombard all proceeds of any insurance of the Aircraft. 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.
- 5.3 deposit with Lombard all insurance policies and related documents (or copies where Lombard agrees).
- 5.4 not use the Aircraft for any purpose involving a risk that is prohibited or not covered by the insurance.

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, by notice to the Owner, declare the security constituted by this deed to have become enforceable and such notice shall be conclusive for the purposes of this deed and this deed shall thereupon become 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 Aircraft and in particular but, without limitation, the powers set out in this deed.

7 Hire, Lease or Charter Undertakings

If Lombard consents to a contract for hire, lease or charter of the Aircraft, the Owner will:

- 7.1 indemnify Lombard against any liability or loss (including legal costs) arising from the change of possession and/or use of the Aircraft or any loss, theft or destruction of, or damage to the Aircraft.
- 7.2 not dispose of nor give any security on the income from the contract other than to Lombard.
- 7.3 provide Lombard with a copy of the contract.
- 7.4 ensure that the contract can be terminated on 7 days' notice.
- 7.5 include in the contract an acknowledgement of Lombard's interest in the Aircraft and rights as assignee of the contract.
- 7.6 arrange any additional insurance required as a result of the contract.

8 Possession and Exercise of Powers

- 8.1 Lombard does not have an immediate right to possession of the Aircraft or its income (and will not be considered to be taking possession if it enters to inspect or repair the Aircraft). The Owner will continue in possession until Lombard takes possession.
- 8.2 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.
- 8.3 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.
- 8.4 Lombard will not be liable to account to the Owner for any money not actually received by Lombard.

9 Appointment of Receiver

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

10 Powers of Lombard and Receivers

- 10.1 Lombard or any receiver may:
 - 10.1.1 enter, take possession of, operate and/or generally manage the Aircraft.
 - 10.1.2 maintain or repair the Aircraft.
 - 10.1.3 sell, hire, lease, charter or accept surrenders of any hire, lease or charter, charge or deal with the Aircraft without restriction.
 - 10.1.4 complete any transactions by executing any deeds or documents in the name of the Owner.
 - 10.1.5 take, continue or defend any proceedings and enter into any arrangement or compromise.
 - 10.1.6 insure the Aircraft, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.
 - 10.1.7 employ advisers, consultants, managers, agents, workmen and others.
 - 10.1.8 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.

- 10.1.9 do any acts which Lombard or a receiver considers to be incidental or beneficial to the exercise of its powers.
- 10.2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations.
- 10.3 Joint receivers may exercise their powers jointly or separately.
- 10.4 A receiver will first apply any money received from the Aircraft 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.
- 10.5 Lombard may exercise any of its powers even if a receiver has been appointed.
- 10.6 Lombard may set off any of the Owner's Obligations against any amount owed by Lombard to the Owner under this Deed or any 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.
- 10.7 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.

11 Application of Payments

- 11.1 Lombard may apply any payments received for the Owner to reduce any of the Owner's Obligations, as Lombard decides.
- 11.2 If Lombard receives notice of any charge or other interest affecting the Aircraft, 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.

12 Preservation of other Security and Rights and Further Assurance

- 12.1 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.
- 12.2 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.

13 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.

14 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.

15 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.

16 Consents, Notices and Demands

- 16.1 All consents, notices and demands must be in writing.
- 16.2 Lombard may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to Lombard.

16.3 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, at the time of sending, if sent before 6.00 pm on a Business Day, or otherwise on the next Business Day. Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

16.4 The Owner must deliver a notice to Lombard addressed to Customer Services at the address, fax or Text Relay number shown in this Deed. Notice by the Owner will be effective when received.

17 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.

18 Law and Jurisdiction

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

18.1 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 the 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.

18.2 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.

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

G. FRATER

Address

Occupation

DIRECTOR

Signed for by Lombard