



COMPANIES FORM No. 395

# Particulars of a mortgage or charge

395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

\* M97

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number

[B] [I] [I]

958001

Name of company

GOLDEN SEA PRODUCE LIMITED (the "Company")

\* Insert full name  
of company

Date of creation of the charge

20th April 1989

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

Shipowners Agreement made between the Secretary of State for Trade and Industry ("Guarantor") and the Company (the "Shipowners Agreement")

Amount secured by the mortgage or charge

All amounts, costs and expenses payable by the Company pursuant to Clause 4 of the Shipowners Agreement and all legal and other expenses and any other charges payable by the company pursuant to Clause 5 of the Shipowners Agreement

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

The Secretary of State for Trade and Industry

Ashdown House, 123 Victoria Street

London

Postcode SW1E 6RB

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**Jordans**

JORDAN & SONS LIMITED  
JORDAN HOUSE  
BRUNSWICK PLACE  
LONDON N1 6EE  
TELEPHONE 01 253 3030  
TELEX 761010



Presentor's name address and  
reference (if any):  
Norton Rose  
Kempson House  
Camomile Street  
LONDON EC3A 7AN  
(Ref: SMXM/25/M162229/FMS.058)

For official Use  
Mortgage Section

Post room

RECORDED  
10 MAY 1989



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in block type, or  
bold block lettering

- (a) Any moneys which may be payable to the Company in accordance with the terms of Clause 9(c) or 15(B) of the Financial Agreement dated 20th April 1989 made between the Governor and Company of the Bank of Scotland and the Company or of Clause 9(A) of the Deed of Covenant (as defined in the Financial Agreement)
- (b) (if and when so requested by the Guarantor) the Vessel presently being constructed for the company by Campbelltown Shipyard Limited known during construction as Yard No. 085.

Particulars as to commission allowance or discount (note 3)

£2,307.00 - Guarantee Fee

Signed

*W. W. W. W. W.*

Date

*1st May 89*

On behalf of [company] [mortgagee/chargee]

† 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.

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 20th APRIL 1989  
and created by GOLDEN SEA PRODUCE LIMITED

for securing all moneys due or to become due from the Company to THE  
SECRETARY OF STATE FOR TRADE AND INDUSTRY under the terms of THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 10th MAY 1989

Given under my hand at the Companies Registration Office,  
Cardiff the 17th MAY 1989

No. 958001

*P. T. Harrington*

P. T. HARRINGTON, authorised officer

C.69

*LIC  
19/5/89  
mg.*



COMPANIES FORM No. 395

**Particulars of a mortgage or charge****395**Please do not  
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Pursuant to section 395 of the Companies Act 1985

Please complete  
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in black type, or  
bold block lettering\* Insert full name  
of company

To the Registrar of Companies

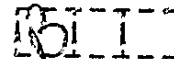
11/5

\*

M 98

For official use

Company number



958001

Name of company

\* GOLDEN SEA PRODUCE LIMITED (the "Company")

Date of creation of the charge

20th April 1989

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

Financial Agreement made between the Governor and Company of the Bank of Scotland (the "Bank") and the Company

Amount secured by the mortgage or charge

The sum of five hundred and forty thousand pounds sterling (£540,000) and interest thereon and all moneys becoming due to the Bank in respect of the Loan (as defined in the said Financial Agreement) and interest thereon or otherwise ("Outstanding Indebtedness") under the said Financial Agreement and all moneys expended by the Bank in implementing the Building Agreement dated 4th October 1988 as amended by an Addendum thereto dated 4th April 1989 (the "Contract") made between the Company and Campbeltown Shipyard Limited (the "Builder") relating to the construction and purchase of a Well Boat known during construction as Yard No. 085 (the "Vessel")

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

The Governor and Company of the Bank of Scotland

38 St. Andrew Square

Edinburgh

Postcode

EH3 3YR

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**Jordans**JORDAN & SONS LIMITED  
JORDAN HOUSE  
BRUNSWICK PLACE  
LONDON N1 6EE  
TELEPHONE 01 253 3330  
TELEFAX 261010Presenter's name address and  
reference (if any):Norton Rose  
Kempson House  
Camomile Street  
LONDON EC3A 7AN  
Tel: 01-283-2434

(Ref: SMXM/BAF/M162229/FMS.023)

For official Use

Mortgage Section

**REGISTERED**

10 MAY 1989

Post room

Rec.

10/5/89

Time critical reference

Short particulars of all the property mortgaged or charged

An undertaking to grant:-

- (a) in favour of the Bank a Bond for the Outstanding Indebtedness due to the Bank under the terms of the Financial Agreement;
- (b) an Assignment in Security (which the Company shall procure that the Builder shall also execute) of:
  - (i) its whole rights interest and benefits (but not its obligations) under the Contract; and
  - (ii) all moneys payable to the Company in respect of the insurances effected by the Builder under the Contract and all the Company's joint or other interest in connection with such assurances; and
- (c) as further security for the payment of all money becoming due to the Bank in respect of the Outstanding Indebtedness or otherwise under the terms of the Financial Agreement, a Delivery Order addressed to the Builder and to deliver the same to the Bank.

**Note:** The Financial Agreement contains covenants by the Company not to sell assign or otherwise dispose of the Vessel or to create any further or other Charges on the Vessel without the prior written consent of the Bank

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Norton Rose*

Date

*9th May 1989*

On behalf of [company]/[mortgagee/chargee]†

† 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.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 20TH APRIL 1989 and created by GOLDEN SEA PRODUCE LIMITED for securing £540,000 and all other moneys due or to become due from the Company to THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND under the terms of a Building Agreement dated 4th OCTOBER 1988 as amended by an Addendum dated 4th APRIL 1989 and this Charge

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 10th MAY 1989

Given under my hand at the Companies Registration Office,  
Cardiff the 23 MAY 1989

No. 958001

*R. T. Harrington*  
R. T. HARRINGTON

an authorised officer

Certificate and instrument received by

.....LK.....AD.....

.....

Date .....23.5.89.....

C.69