



Registration of a Charge

Company name: **ARC MARITIME LTD**

Company number: **12494407**



X99H9QXD

Received for Electronic Filing: **17/07/2020**

Details of Charge

Date of creation: **15/07/2020**

Charge code: **1249 4407 0001**

Persons entitled: **LOMBARD NORTH CENTRAL PLC**

Brief description: **MARINE MORTGAGE VESSEL TYPE: MAIORA 24 HULL NUMBER: 47/24**

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: **MARTIN CAMPBELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12494407

Charge code: 1249 4407 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th July 2020 and created by ARC MARITIME LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th July 2020 .

Given at Companies House, Cardiff on 20th July 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**

Deed of Covenants



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

Date: 15/07/2020

Customer: ARC MARITIME LTD

Registration number: 12494407

Lombard: Lombard North Central PLC, PO Box 520, Rotherham, S63 3BR
Company Registration Number: 00337004 ("Lombard") Customer Service: 0345 877 8888
Text Relay 18001 0345 877 8888

Vessel

Vessel Type	MAIORA 24
Vessel Name	
Year of manufacture	1997
Hull Identification Number	47/24
Official Number	
Classification / Classification Society	
Port of Registration	
Usual Location	CANNES, FRANCE
Permitted Waters	EU Countries, Channel Islands, Norway, Turkey, North America, Caribbean and international waters between these countries
Insured Value	£767,336.00

The Customer is the owner of the Vessel.

1 Interpretation and Construction

1.1 Capitalised terms defined in the Agreement have the same meaning in this deed unless expressly defined in this deed.

1.1.1 a reference in the Statutory Mortgage to:

- (a) "interest" includes interest covenanted to be paid under this deed;
- (b) "principal" means all monies other than interest for the time being included in the Customer's Obligations; and
- (c) the expression "the sums for the time being owing on this security" and any expression similar to it means the whole of the Customer's Obligations.

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

2 Customer's Obligations

The Customer will pay Lombard on demand all the Customer's liabilities to Lombard (present, future, actual or contingent and whether incurred alone or jointly with another) including (without limitation):

2.1 interest at the rate charged by Lombard, in accordance with the terms of the Agreement calculated both before and after demand or judgment or decree on a daily basis ("Interest"); and

- 2.2 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,

(together, the "**Customer's Obligations**").

3 Charge

The Customer gives to Lombard a first priority **Statutory Mortgage** over the entire Vessel. In addition, the Customer, as a continuing security for the payment on demand of the Customer's Obligations and with full title guarantee:

- 3.1 mortgages the Vessel to Lombard.
- 3.2 assigns to Lombard absolutely as continuing security for the payment and discharge of the Customer's Obligations all of its right, title, benefit and interest in and to:
- 3.2.1 all agreements for any hire, lease or charter of the Vessel and all amounts receivable under or in connection with those agreements or otherwise arising from the use or operation of the Vessel;
- 3.2.2 all insurance policies relating to the Vessel (the "**Insurances**") and all proceeds of the Insurances;
- 3.2.3 all warranties and maintenance contracts associated with the Vessel;
- 3.2.4 all sums paid by reason of any Requisition or acquisition of the Vessel; and
- 3.2.5 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.
- 3.3 If any property expressed to be assigned in this Clause 2 cannot be assigned, the Customer shall hold that property on trust for Lombard.

4 Restrictions

- 4.1 The Customer will not, without Lombard's prior written consent:
- 4.1.1 permit or create any mortgage, charge or lien over the Vessel;
- 4.1.2 dispose of the Vessel;
- 4.1.3 hire, lease, charter or part with possession of the Vessel;
- 4.1.4 allow the Vessel to be used for bareboat charter;
- 4.1.5 change the official number, name or identification marks of the Vessel;
- 4.1.6 change the Usual Location of the Vessel from that shown above;
- 4.1.7 make any alterations to the Vessel or remove or permit the removal of any part of the Vessel or any equipment belonging to the Vessel;
- 4.1.8 amend or end, or grant a waiver under, any contract mortgaged, charged, assigned or held on trust under this deed; or
- 4.1.9 assign or transfer the benefit of this deed.
- 4.2 The Vessel must not be used for residential purposes.

5 Vessel Undertakings

The Customer will:

- 5.1 keep the Vessel registered as a British Ship under Part 1 or 3 of the Central Register of British Ships.
- 5.2 maintain the Vessel's existing classification (if any) as specified in the Agreement.
- 5.3 use the Vessel in a safe, careful and proper manner and in accordance with the manufacturer's recommendations.

- 5.4 pay all licence fees, wages, port fees, mooring fees, taxes, fines, charges or amounts due and relating to the Vessel or its use.
- 5.5 immediately inform Lombard of any arrest, collision or incident affecting the Vessel.
- 5.6 permit Lombard at any time to inspect the Vessel.
- 5.7 only use the Vessel in Permitted Waters and not elsewhere without Lombard's prior written consent.
- 5.8 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.
- 5.9 comply with all laws or regulations to which the Customer may be subject and which apply to the Vessel or its use and the requirements of the Boat Safety Scheme
- 5.10 only charter the Vessel on a skippered and crewed basis for the maximum period shown in the Agreement without obtaining specific consent from Lombard. The Vessel must not be used for a bareboat charter and must always be skippered and crewed.
- 5.11 arrange any additional insurance if necessary and indemnify Lombard against any liability or loss (including legal costs) arising from any change of possession and/or use of the Vessel.
- 5.12 deposit with Lombard all documents of title, leases or charters relating to the Vessel.
- 5.13 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".
- 5.14 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.
- 5.15 comply with any other requirements which Lombard notifies to the Customer.

6 Receipts

- 6.1 Before an Event of Default occurs, sums recoverable in respect of the Insurances shall be payable as follows:
 - 6.1.1 any sum recoverable in respect of a Total Loss under the Insurances shall be paid to Lombard;
 - 6.1.2 any sum recoverable under the Insurances in respect of which the claim or the aggregate of the claims against all insurers (before adjustment for any relevant franchise or deductible) that exceeds 25% of the sum insured under the Insurances shall be paid to Lombard, unless Lombard expressly instructs otherwise and at Lombard's option, the Customer will apply the proceeds in making good the relevant loss or damage, or to reduce the Customer's Obligations;
 - 6.1.3 any sum (other than those set out in clause 5.1.1 and 5.1.2 above) recoverable under the Insurances shall be paid to the Customer which shall apply it in making good the loss and fully repairing all damage in respect of which that insurance money was received; and
 - 6.1.4 any sum recoverable under the Insurances against third party liability shall be paid directly to the person to whom the Customer is liable or to the Customer in reimbursement of moneys expended by it to discharge that liability.
- 6.2 On or after the occurrence of an Event of Default, any sums recoverable under the Insurances shall be payable to Lombard.

7 Insurance Undertakings

The Customer will:

- 7.1 keep the Vessel insured to Lombard's reasonable satisfaction against loss or damage and against third party liabilities on terms agreed by Lombard and for the Insured Value shown above. In default, Lombard may arrange insurance at the Owner's expense.
- 7.2 pay all insurance premiums promptly and at Lombard's request provide copies of renewal receipts;
- 7.3 at Lombard's request, pay promptly all insurance premiums which Lombard pays, including but not limited to, Mortgagee Indemnity Insurance in respect of the Vessel and its use;

- 7.4 not do or permit any act which will invalidate the Insurances nor amend the Insurances without Lombard's prior written consent;
- 7.5 not settle, compromise or abandon any claim under the Insurances for a Total Loss;
- 7.6 ensure that Lombard's interest as mortgagee of the Vessel is endorsed on each of the Insurances (a) as first loss payee on such terms as Lombard specifies and (b) as assignee in relation to Insurances in respect of liability to third parties and procure that all amounts payable by insurers are paid in accordance with the same;
- 7.7 procure that the brokers / insurers of the Insurances each will provide a letter of authority in the form Lombard requires;
- 7.8 hold on trust for Lombard all proceeds of the Insurances received by it and any such sums then held by the Customer's brokers, bankers or other agents or representatives shall be deemed to have been received by, and to be held by them, on trust for Lombard. At Lombard's option, the Customer will apply the proceeds in making good the relevant loss or damage, or to reduce the Customer's Obligations; and
- 7.9 deposit with Lombard all insurance policies and related documents (or copies where Lombard agrees).

8 Requisition

- 8.1 The Customer will remain fully liable to Lombard for all its obligations under this deed should there be a Requisition of the Vessel (other than those with which it is physically unable to comply owing to the requisition) unless and until Lombard is satisfied that the requisition authority has assumed the Customer's obligations to Lombard, and Lombard has so confirmed to the Customer.
- 8.2 The Customer agrees that the Requisition Compensation will be paid to Lombard by way of prepayment of the Customer's Obligations if Lombard requests.
- 8.3 When any Requisition ends the Customer will immediately and fully comply with all of its obligations under this deed.

9 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 Customer, declare the security constituted by this deed to have become immediately enforceable and 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.

10 Possession and Exercise of Powers

- 10.1 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 Customer will continue in possession until Lombard takes possession.
- 10.2 When the security created by this deed becomes enforceable in accordance with Clause 8, Lombard may then take possession and exercise any of its other powers without further delay.
- 10.3 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.
- 10.4 Lombard will not be liable to account to the Customer for any money not actually received by Lombard.

11 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. Any restriction imposed by law on the right of a mortgagee to appoint a receiver (including under section 109(1) of the Law of Property Act 1925) that can be excluded does not apply to this deed. The receiver will be the Customer's agent and the Customer (and not Lombard) will be responsible for the acts, defaults and remuneration of the receiver.

12 Powers of Lombard and Receivers

- 12.1 Lombard or any receiver may:
 - 12.1.1 enter, take possession of, operate and/or generally manage the Vessel.

- 12.1.2 maintain or repair the Vessel.
- 12.1.3 sell, hire, lease, charter or accept surrenders of any hire, lease or charter, charge or deal with the Vessel without restriction (the power of sale shall arise, and the Customer's Obligations shall be deemed due and payable for that purpose, on the execution of this deed);
- 12.1.4 complete any transactions by executing any deeds or documents in the name of the Customer;
- 12.1.5 take, continue or defend any proceedings and enter into any arrangement or compromise.
- 12.1.6 insure the Vessel, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;
- 12.1.7 employ advisers, consultants, managers, agents, workmen and others.
- 12.1.8 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.
- 12.1.9 collect, recover and give good discharge for any moneys or claims forming part of, or relating to, any assets covered by the Security and to permit any brokers through whom collection or recovery is effected to charge the usual brokerage for such collection or recover; and
- 12.1.10 do any acts which Lombard or a receiver considers to be incidental or beneficial to the exercise of its powers.
- 12.2 A receiver may borrow and secure the repayment of any money, in priority to the Customer's Obligations.
- 12.3 Joint receivers may exercise their powers jointly or separately.
- 12.4 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.
- 12.5 Lombard may exercise any of its powers whether or not a receiver has been appointed.
- 12.6 Each of Lombard and any receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this deed on such terms and conditions as it sees fit, which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by Lombard or the receiver itself or any subsequent delegation or revocation of it.
- 12.7 None of Lombard, its delegate(s), nominee(s) or any receiver shall be liable for any loss by reason of (a) taking any action permitted by this deed or (b) any neglect or default in connection with the assets covered by the Security or (c) taking possession of or realising all or any part of the assets covered by the Security, except in the case of gross negligence or wilful default upon its part.
- 13 Application of Payments**
- 13.1 Lombard may apply any payments received for the Customer to reduce any of the Customer's Obligations, as Lombard decides.
- 13.2 If Lombard receives notice of any charge or other interest affecting the Vessel, Lombard may suspend the operation of the Customer'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 Customer's Obligations arising after that date.
- 13.3 If Lombard reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Customer under this deed and the security created under this deed shall continue and such amount shall not be considered to have been irrevocably paid.
- 14 Preservation of other Security and Rights and Further Assurance**
- 14.1 This deed is in addition to any other security for the Customer'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.
- 14.2 The security created under this deed will be a continuing security for the ultimate balance of the Customer's Obligations notwithstanding any intermediate payment or settlement of all or any part of the Customer's Obligations.

- 14.3 Promptly on request, the Customer will execute any deed or document, or take any other action required by Lombard, to perfect or enhance Lombard's security under this deed.
- 15 Non-Compliance by the Customer**
- If the Customer 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 Customer or otherwise and at the cost of the Customer, 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.
- 16 Power of Attorney**
- By way of security, to give effect to this deed and to protect, perfect and enhance the security created by this deed or the Security and secure the exercise of any of their powers, the Customer irrevocably appoints Lombard, and separately any receiver, to be the Customer's attorney (with full power of substitution and delegation), in the Customer's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.
- 17 More than One Customer**
- Where the Customer is more than one person the Customer's Obligations include their joint, several and independent liabilities. References to Customer are to them together and separately.
- 18 Consents, Notices and Demands**
- 18.1 All consents, notices and demands must be in writing (which shall include, in the case of a notice issued by Lombard, by electronic means). Lombard may deliver a notice or demand to the Customer at its registered office, or at the contact details last known to Lombard.
- 18.2 A notice or demand by Lombard will be deemed given at the time of personal delivery; on the second Business Day after posting; or, if by fax or other electronic means, at the time of sending, if sent before 6.00 p.m. on a Business Day, or otherwise on the next Business Day.
- 18.3 The Customer 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 Customer will be effective when received. For the avoidance of doubt no notices may be served on Lombard by electronic means.
- 19 Governing Law**
- 19.1 This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 19.2 For Lombard's benefit only, the Customer irrevocably submits to the non-exclusive jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings connected with this deed in those courts will be conclusive and binding on the Customer and may be enforced against the Customer in the courts of any other jurisdiction. To the extent allowed by law, Lombard may take concurrent proceedings in any number of jurisdictions.
- 19.3 The Address for Service, if specified, or any other address provided for this purpose, will be an effective address for serving proceedings on the Customer.

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 Customer

Director / Member of LLP

DIRECTOR

Director / Secretary / Member of LLP

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

Print Name

Josephine

Witness' name in full

Josephine Sommer Eriksen

Address

Occupation

Art student

Signed for by Lombard