



Registration of a Charge

Company name: **MAINE TRADER MARITIME LIMITED**

Company number: **13120229**



X9Y5URU9

Received for Electronic Filing: **12/02/2021**

Details of Charge

Date of creation: **01/02/2021**

Charge code: **1312 0229 0005**

Persons entitled: **HAYFIN SERVICES LLP**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **CERTIFIED 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:

REED SMITH



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13120229

Charge code: 1312 0229 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2021 and created by MAINE TRADER MARITIME LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th February 2021 .

Given at Companies House, Cardiff on 15th February 2021

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**

Mortgage 'B' entered this 1st February 2021at 1410 hoursPETER BUHAGIAR
Registrar of Ships
Valletta, Malta**MORTGAGE (Body Corporate)**

Form No. 9A

Official No.	Name of Ship	Home Port	No., Year and Port of Registry	Whether a Sailing, Steam or Motor Ship	Power of Engines, if any
9292151	MAINE TRADER	VALLETTA	175 IN 2020 VALLETTA	MOTOR SHIP	41130KW
Length (Article 2 (8))		Metres	Centimetres	Gross Tonnage	54271
Breadth (Reg 2 (3))		283	75	Net Tonnage	31250
Moulded Depth Amidships to Upper Deck (Reg 2 (2))		32	20		
		18	93		

and as described in more detail in the Certificate of the Surveyor and the Register.

WHEREAS (a) by virtue of the agency and trust provisions (hereinafter together called the "Trust") contained in the secured facility agreement dated 16 28 January 2021 (hereinafter as the same may from time to time hereafter be amended, supplemented and/or varied, called the "Facility Agreement"), HAYFIN SERVICES LLP, a company registered and existing under the laws of England having its registered address at One Eagle Place, London SW1Y 6AF, United Kingdom (hereinafter sometimes called the "Mortgagee" which expression shall include its successor and assigns) was appointed as security trustee for the purposes of, amongst other things, receiving, registering, discharging, assigning and enforcing any security for the benefit of any and all beneficiaries as may from time to time be entitled to benefit by virtue of and in accordance with the Trust; and WHEREAS there is an account current between MAINE TRADER MARITIME LIMITED, a company duly incorporated and existing under the laws of England and Wales, whose registered office is at 13-14 Hobart Place, London SW1W 0HH, United Kingdom (hereinafter sometimes called the "Mortgagor") and the Mortgagee in its capacity of agent and security trustee, regulated by (i) a Facility Agreement between, among others, (a) the Mortgagor and VERMONT TRADER MARITIME LIMITED, a company duly incorporated and existing under the laws of England and Wales, whose registered office is at 13-14 Hobart Place, London SW1W 0HH, United Kingdom (hereinafter collectively referred to as the "Borrowers") as joint and several borrowers, (b) the participating Lenders (as defined therein) and (c) the Mortgagee as agent, and (d) the Mortgagee as security agent and security trustee, and (ii) a deed of covenants collateral to the Mortgage bearing even date herewith (hereinafter as the same may from time to time be amended, supplemented and/or varied called the "Deed of Covenants") made between (a) the Mortgagor and (b) the Mortgagee and whereas pursuant to the Facility Agreement the Mortgagor has agreed and does hereby execute this Mortgage in favour of the Mortgagee as agent and security trustee for the purpose of securing (aa) payment by the Mortgagor to the Mortgagee of all sums for the time being and from time to time owing to the Mortgagee on the said account current whether by way of principal, interest thereon or otherwise, including all sums due or to become due to the Mortgagee (whether actually, contingently, presently and/or in the future) under the Facility Agreement or the Deed of Covenants as well as all costs, charges, expenses or other moneys, and where applicable interest thereon, connected with or for the purpose of creating, preserving, maintaining, administering, protecting, enforcing or attempting to enforce this security, under and by virtue of and in the manner and at the times in the Facility Agreement and the Deed of Covenants set forth and contained and (bb) the due and punctual performance and fulfillment of all the terms, covenants, conditions and obligations of the Borrowers under the Facility Agreement and the Deed of Covenants; and WHEREAS the amount of principal, interest and other moneys due to the Mortgagee at any given time can be ascertained by reference to the Facility Agreement and the Deed of Covenants and/or to the books or record of account (or other accounting records) of the Mortgagee and/or to a written certificate issued by the Mortgagee which amount the Mortgagor accepts as conclusive and binding and shall (save for manifest error) be the certain and liquidated amount due by the Mortgagor to the Mortgagee as aforesaid and WHEREAS the Mortgagor is prohibited from creating any further mortgages over and/or from transferring the Ship above particularly described or any share or shares therein without the prior written consent of the Mortgagee.

Now we the (b) **MAINE TRADER MARITIME LIMITED** in consideration of the premises for ourselves and our successors, covenant with the said (c) **HAYFIN SERVICES LLP** and (d) its assigns, to pay to him or them or it the sums for the time being due on this security, whether by way of principal or interest, at the times and manner aforesaid. And for the purpose of better securing to the said (c) **HAYFIN SERVICES LLP** the payment of such sums as last aforesaid, we hereby mortgage to the said (c) **HAYFIN SERVICES LLP** all the shares, of which we are the Owners in the Ship above particularly described, and in her boats and appurtenances.

Lastly, we for ourselves and our successors, covenant with the said (c) **HAYFIN SERVICES LLP** and (d) its assigns that we have power to mortgage in manner aforesaid the above mentioned shares, and that the same are free from encumbrances (e).

Executed this 1st day of February 2021 Two Thousand and Twenty-one in the presence of (g) **DR. CARLA BARTHET**

Signature of witness

Signature/s (f)

for and on behalf of (b) **MAINE TRADER MARITIME LIMITED**

(a) Here state by way of recital the details of the security, giving the full name of Mortgagor or Mortgagee, the nature of the transaction and the manner and time of payment. (b) Name of the Company. (c) Full name of Mortgagee. (d) "No" or "Yes" or "N/A". (e) If any prior encumbrance, add "save as appears by the Registry of the said Ship". (f) Signature/s and description of duly authorised representative/s. (g) Name and description of witness.

NOTE - A Mortgage of a Maltese Ship shall have no effect unless and until the Mortgage Deed is recorded at the Port of Registry of the Ship. Also, a Mortgage takes its priority from the date of production for registry, not from the date of the instrument.

NOTE - Registered Owners or Mortgagees are reminded of the importance of keeping the Ship's Registrar informed of any change of residence on their part.