

MG01

Particulars of a mortgage or charge



389236/39

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page.



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

TUESDAY



AKV7ZG6

A07

22/11/2011

35

COMPANIES HOUSE

1

Company details

Company number 0 7 3 4 1 7 5 0

Company name in full Holyhead Workboats Limited (the "Company")

8 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

Date of creation of charge

Date of creation d1 d1 m1 m1 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Deed of Covenants made between the Company and Finance Wales Investments (6) Limited (the "Lender") in relation to m v "Porth Wen" a 16m fast windfarm service catamaran (Official Number 917924) registered in the name of the Company under the laws of England and Wales at the port of Beaumaris (the "Deed of Covenants")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

a) all money and liabilities whether actual or contingent (including further advances made hereafter by the Lender and secured directly or indirectly by the Deed of Covenants) which now are or at any time hereafter may be due, owing or incurred by the Company to the Lender anywhere or for which the Company may be or become liable to the Lender in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Lender as result of a transfer, assignment or other transaction or by operation of law),

(continued)

Continuation page

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

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name

Finance Wales Investments (6) Limited

Address

3rd Floor, Oakleigh House, Park Place, Cardiff

Postcode

C F 1 0 3 D Q

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

Secured Property

- a) the m v "Porth Wen", a 16m fast windfarm service catamaran registered in the name of the Company at the port of Beaumaris (Official Number 917924) and including any share or interest therein and the hull, machinery, equipment, fuel and stores thereof (whether owned at the date of the Deed of Covenants or thereafter acquired) and with all replacements, renewals and component parts thereof and all additions and accessories thereto which form an integral part thereof (the "Vessel"),
- (b) all of the Company's right, title, benefit and interest in and to any charter, sub-charter, contract of carriage, pooling agreement or other contract relating to the Vessel and all amounts whatsoever which may at any time be earned by or become payable to or for the account of the Company arising out of the ownership, possession, use or operation of the Vessel by the Company including all freight, hire and all other amounts payable under any charter, contract of carriage, pooling agreement or other contract relating to the Vessel, all payments for any variation or termination of any such contract and all damages for any breach of any such contract (including demurrage and damages for detention), all general average recoveries, remuneration for towage and salvage services, all compensation for requisition for hire and any amount recoverable under any loss of earnings insurance policy (the "Earnings"),
- (c) all policies and contracts of insurance (which expression includes all entries of the Vessel in a protection and indemnity or mutual hull or war risks association) or such other insurance arrangements which are from time to time entered into in respect of the Vessel and its Earnings (whether by the Company pursuant to the Deed of Covenants or by any charterer of the Vessel), including all claims under the policies and contracts and return of premiums,

(continued)

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

- (b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Lender and the Company or, in the absence of such agreement, at the Interest Rate,
- (c) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Lender in relation to any Finance Document (including any acts necessary to release the Vessel from the security) or in enforcing the security hereby created on a full and unqualified indemnity basis, and
- (d) any fees charged by the Lender for the time spent by the Lender's officials, employees or agents in dealing with any matter relating to any Finance Document payable at such rate as may be specified by the Lender,

together, (the "**Secured Obligations**")

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (d) all sums of money and all compensation payable by reason of requisition for title or other compulsory acquisition of the Vessel by any governmental, state or other competent authority other than requisition for hire,
- (e) any warranties given by any seller, builders, supplier or other person in relation to the Vessel,
- (f) any agreement for the repair, modification, maintenance or servicing of or to the Vessel, and
- (g) the bareboat charter dated on or about the date of the Deed of Covenants and made between the Company and Turbine Transfers Limited (Company number 6810857) in a form previously approved by the Lender,

together, (the "**Secured Property**")

Mortgage and Assignment

In consideration of the premises and in order to secure the punctual payment of the Secured Obligations to the Lender and the performance and discharge of the Company's duties and liabilities under the Finance Documents, the Company with full title guarantee has by way of the Deed of Covenants

- (i) mortgaged and charged the Vessel to the Lender,
- (ii) assigned and agreed to assign absolutely to the Lender all the Company's right, title, benefit and interest in and to the Secured Property (excluding the Vessel), and
- (iii) covenanted and agreed that the Vessel shall be held subject to the Statutory Mortgage as security for the payment of the Secured Obligations so that the Statutory Mortgage shall be a continuing security, but the Deed of Covenants shall continue in full force and effect notwithstanding the discharge of the Statutory Mortgage until the Security Period has terminated

Negative Pledge

The Company has undertaken and agreed with the Lender throughout the Security Period that it will not create or attempt or agree to create or permit or suffer to exist any mortgage, charge, pledge lien, hypothecation or other security interest securing any obligation of any person or any other agreement having similar effect (a "**Security Interest**") (other than the Statutory Mortgage and the Deed of Covenants) over all or any part of the Secured Property (or any share or interest therein) and cause the Secured Property to be released from and the discharge of all such Security Interests

Definitions

Debenture means the debenture entered into on 2 November 2010 between the Company and the Lender,

Deeds of Priority means the Turbine Transfers Deed of Priority and the Holyhead Workboats Deed of Priority and "**Deed of Priority**" means either one of them,

Facility means the term loan facility made available under the Facility Agreement,

Facility Agreement means the marine loan agreement dated on or about the date of the Deed of Covenants and made between the Company and the Lender,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Finance Documents means the Facility Agreement, the Statutory Mortgage, the Deed of Covenants, the General Assignment, the Debenture, the Guarantees and the Deeds of Priority and any other document designated as such by the Lender and the Company,</p> <p>General Assignment means the general assignment dated on or about the date of the Deed of Covenants between Turbine Transfers Limited (company number 06810857) and the Lender in respect of the Vessel,</p> <p>Guarantees means the guarantees given by Holyhead Boatyard Limited (company number 724907) and Turbine Transfers Limited in relation to, <i>inter alia</i>, the Company's obligations under the Finance Documents and "Guarantee" means either one of them,</p> <p>Holyhead Workboats Deed of Priority means the deed of priority to be entered into in a form acceptable to the Lender between the Company, the Lender and Lloyds TSB Bank Plc in respect of all or some of the Security Documents,</p> <p>Interest Rate means the annual rate determined by the Lender to be the aggregate of</p> <ul style="list-style-type: none"> (i) 8% per annum, and (ii) 2% per annum, <p>Loan means the loan made or to be made under the Facility or the principal amount outstanding for the time being of the Loan,</p> <p>Security Documents means the Statutory Mortgage, the Deed of Covenants, the General Assignment, the Debenture and any other Security Interest documented and/or created at any time by the Company, Holyhead Boatyard Limited or Turbine Transfers Limited as security for the Loan,</p> <p>Security Period means the period commencing on the date of the Deed of Covenants ending on the day on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full,</p> <p>Statutory Mortgage means the statutory ship mortgage dated on or about the date of the Deed of Covenants and granted by the Company to the Lender in respect of the Vessel, and</p> <p>Turbine Transfers Deed of Priority means the deed of priority to be entered into in a form acceptable to the Lender between Turbine Transfers Limited, the Lender and Lloyds TSB Bank Plc in respect of the General Assignment</p>

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X DWF LLP X

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

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name 2001717-5 / CLR

Company name
DWF LLP

Address 1 Scott Place

2 Hardman Street

Post town Manchester

County/Region Greater Manchester

Postcode M 3 3 A A

Country

DX DX 14313

Telephone 0161 603 5089



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7341750
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF COVENANTS DATED 11
NOVEMBER 2011 AND CREATED BY HOLYHEAD WORKBOATS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO FINANCE WALES
INVESTMENTS (6) LIMITED ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 22 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 NOVEMBER
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES