



Registration of a Charge

Company Name: **HARLEN MANAGEMENT LTD**

Company Number: **13057427**



XBWCW5UW

Received for filing in Electronic Format on the: **31/01/2023**

Details of Charge

Date of creation: **30/01/2023**

Charge code: **1305 7427 0001**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED AS SECURITY TRUSTEE**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

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: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13057427

Charge code: 1305 7427 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th January 2023 and created by HARLEN MANAGEMENT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st January 2023 .

Given at Companies House, Cardiff on 1st February 2023

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**

Security Accession Deed

THIS SECURITY ACCESSION DEED is made on 30 January 2023.

BETWEEN:

- (1) Harlen Management Ltd (a company incorporated in England and Wales with registered number 13057427) ("**Harlen**");
- (2) Marine Rescue Technologies Limited (a company incorporated in England and Wales with registered number 04202403) ("**MRT**"),

(Harlen and MRT each being a "**New Chargor**" and together the "**New Chargors**"); and
- (3) Kroll Trustee Services Limited (formerly Lucid Trustee Services Limited) as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

- A. This deed is supplemental to a debenture dated 27 February 2020 between, inter alia, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

1.1 **Definitions**

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 **Construction**

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. **ACCESSION OF NEW CHARGORS**

2.1 **Accession**

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 **Covenant to Pay**

Subject to any limits on each New Chargors' liabilities specifically recorded in the Finance Documents, each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations from time to time when they fall due for payment in accordance with their terms.

2.3 **Fixed Charges**

Each New Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and

interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Material Property (including as specified in schedule 1 (Material Property)); and
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under clause 2.3(a)) in the Property;
 - (ii) all Subsidiary Shares (including as specified in schedule 2 (Subsidiary Shares));
 - (iii) all Investments (other than the Subsidiary Shares);
 - (iv) all Equipment;
 - (v) all Book Debts;
 - (vi) all Intellectual Property (including as specified in schedule 5 (Intellectual Property));
 - (vii) its goodwill and uncalled capital;
 - (viii) to the extent not effectively assigned by clause 2.4 (Security Assignment):
 - (A) the Assigned Agreements;
 - (B) the Insurances; and
 - (C) the Hedging Agreements.

2.4 **Security Assignment**

As further security for the payment and discharge of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in schedule 4 (Assigned Agreements));
- (b) the Insurances (including as specified in schedule 7 (Material Insurance Policies)); and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the relevant New Chargor re-assign the relevant rights, title and interest in the assigned assets to that New Chargor (or as it shall direct).

2.5 **Fixed Security**

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 **Floating Charge**

As further security for the payment and discharge of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

3. **INCORPORATION INTO DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. **NOTICES**

Harlen confirms that its address details for notices in relation to clause 22 (Notices) of the Debenture are as follows:

Address: Marshall House Zarya Court, Grovehill Road, Beverley, East Yorkshire, England, HU17 0JG

Email: ryanp@mrtsos.com and leanne.millar@wescom-group.com

Attention: Ryan Pettit and Leanne Millar

MRT confirms that its address details for notices in relation to clause 22 (Notices) of the Debenture are as follows:

Address: Marshall House Zarya Court, Grovehill Road, Beverley, East Yorkshire, England, HU17 0JG

Email: ryanp@mrtsos.com and leanne.millar@wescom-group.com

Attention: Ryan Pettit and Leanne Millar

5. **LAW**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1

Material Property

None at the date of this Deed

SCHEDULE 2

Subsidiary Shares

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital (£)
Harlen Management Ltd	Marine Rescue Technologies Limited	Ordinary shares of £1.00 each	1,000	1,000
Marine Rescue Technologies Limited	MyQuip Limited	Ordinary shares of £1.00 each	1	1

SCHEDULE 3
Operating Accounts

The following bank accounts held in the United Kingdom.

Chargor	Bank	Account No#	Sort Code	Currency
Marine Rescue Technologies Limited	NatWest	████████	██████	GBP
Harlen Management Ltd	Starling	████████	██████	GBP

SCHEDULE 4

Assigned Agreements (Contracts)

SCHEDULE 5

Intellectual Property

1. Trade marks

Owner:	Marine Rescue Technologies Limited
Mark:	SARFINDER
Classes and specification summaries:	9
Country/countries of registration:	United Kingdom
Registered number:	UK00002354340
Registration date:	26 January 2004
Expiry date:	26 January 2024
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	sMRT
Classes and specification summaries:	9
Country/countries of registration:	United Kingdom
Registered number:	UK00003009380
Registration date:	10 June 2013
Expiry date:	10 June 2023
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	sMRT
Classes and specification summaries:	9
Country/countries of registration:	Australia
Registered number:	1598460
Registration date:	24 December 2013
Expiry date:	24 December 2023
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	sMRT
Classes and specification summaries:	9
Country/countries of registration:	Canada
Registered number:	TMA980799
Registration date:	18 September 2017
Expiry date:	18 September 2032
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	sMRT
Classes and specification summaries:	09, 41, 42
Country/countries of registration:	European Union
Registered number:	012460473
Registration date:	23 December 2013
Expiry date:	23 December 2023
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	sMRT
Classes and specification summaries:	9
Country/countries of registration:	New Zealand
Registered number:	990364
Registration date:	1 August 2014
Expiry date:	24 December 2023
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	sMRT
Classes and specification summaries:	09, 41, 42
Country/countries of registration:	United Kingdom
Registered number:	UK00912460473
Registration date:	23 December 2013
Expiry date:	23 December 2023
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	sMRT
Classes and specification summaries:	9
Country/countries of registration:	United States of America
Registered number:	5093044
Registration date:	29 November 2016
Expiry date:	29 November 2026
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	MARINE RESCUE TECHNOLOGIES Device
Classes and specification summaries:	09, 41, 42
Country/countries of registration:	United Kingdom
Registered number:	UK00003036365
Registration date:	31 December 2013
Expiry date:	31 December 2023
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	MARINE RESCUE TECHNOLOGIES Device
Classes and specification summaries:	09, 41, 42
Country/countries of registration:	Australia
Registered number:	1630924
Registration date:	26 June 2014
Expiry date:	26 June 2024
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	MARINE RESCUE TECHNOLOGIES Device
Classes and specification summaries:	09, 41, 42
Country/countries of registration:	Canada
Registered number:	TMA1013949
Registration date:	29 January 2019
Expiry date:	28 January 2034
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	MARINE RESCUE TECHNOLOGIES Device
Classes and specification summaries:	09, 41, 42
Country/countries of registration:	European Union
Registered number:	013040951
Registration date:	30 June 2014
Expiry date:	30 June 2024
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	MARINE RESCUE TECHNOLOGIES Device
Classes and specification summaries:	09, 41, 42
Country/countries of registration:	New Zealand
Registered number:	1000315
Registration date:	6 January 2015
Expiry date:	31 December 2023
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	MARINE RESCUE TECHNOLOGIES Device
Classes and specification summaries:	09, 41, 42
Country/countries of registration:	United Kingdom
Registered number:	UK00913040951
Registration date:	30 June 2014
Expiry date:	30 June 2024
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	CREWSAFE
Classes and specification summaries:	9
Country/countries of registration:	Australia
Registered number:	1193243
Registration date:	16 August 2007
Expiry date:	16 August 2027
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	CREWSAFE
Classes and specification summaries:	9
Country/countries of registration:	Canada
Registered number:	TMA790141
Registration date:	9 February 2011
Expiry date:	9 February 2026
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	CREWSAFE
Classes and specification summaries:	9
Country/countries of registration:	New Zealand
Registered number:	774137
Registration date:	9 October 2008
Expiry date:	17 August 2027
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	ALWAYS ON WATCH
Classes and specification summaries:	9
Country/countries of registration:	Australia
Registered number:	1199413
Registration date:	18 September 2007
Expiry date:	18 September 2027
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	ALWAYS ON WATCH Logo
Classes and specification summaries:	9
Country/countries of registration:	Australia
Registered number:	1221122
Registration date:	25 January 2008
Expiry date:	25 January 2028
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	ALWAYS ON WATCH
Classes and specification summaries:	9
Country/countries of registration:	Canada
Registered number:	TMA765164
Registration date:	28 April 2010
Expiry date:	28 April 2025
Products on which mark is used:	None
Associated marks:	None

Owner:	Marine Rescue Technologies Limited
Mark:	ALWAYS ON WATCH
Classes and specification summaries:	9
Country/countries of registration:	New Zealand
Registered number:	786112
Registration date:	13 November 2008
Expiry date:	18 September 2027
Products on which mark is used:	None
Associated marks:	None

SCHEDULE 6

Equipment

SCHEDULE 7**Material Insurance Policies**

Chargor(s)	Insurer	Policy Number	Line Of Insurance
Marine Rescue Technologies Limited	Travelers Insurance Company Ltd	UCTSR3946171	Employers Liability - £10,000,000 limit of indemnity Public/Products liability - £2,000,000 limit of indemnity
	AXA Insurance UK PLC	AC DIR 4367701	Management Liability Insurance – limit of liability £250,000 Employment practices liability – limit of liability £250,000 Company/charity/clubs and associations legal liability – limit of liability £250,000 Contract disputes and debt recovery cover – limit of liability £100,000

SCHEDULE 8

Intra-Group Loans

SIGNATORIES TO DEED OF ACCESSION

New Chargors

Executed as a deed by **HARLEN**)
MANAGEMENT LTD acting by a director:)
)
)

Signature of director

DocuSigned by:
[Redacted Signature]

A4E138C2CEC84A7...

Name of director (in BLOCK CAPITALS)

Ryan Pettit

Signature of witness

DocuSigned by:
[Redacted Signature]

02DA3FD5E0B04BD...

Name of witness (in BLOCK CAPITALS)

A. pettit

Address of witness

[Redacted Address]

[Redacted Address]

[Redacted Address]

Occupation of witness

[Redacted Occupation]

Executed as a deed by **MARINE RESCUE**)
TECHNOLOGIES LIMITED acting by a)
director:)
)

Signature of director

DocuSigned by:
[Redacted Signature]

A4E138C2CEC84A7...

Name of director (in BLOCK CAPITALS)

Ryan Pettit

Signature of witness

DocuSigned by:
[Redacted Signature]

02DA3FD5E0B04BD...

Name of witness (in BLOCK CAPITALS)

ASHLEIGH PETTIT

Address of witness

[Redacted Address]

[Redacted Address]

[Redacted Address]

Occupation of witness

[Redacted Occupation]

The Security Agent

Signed for and on behalf of **KROLL**
TRUSTEE SERVICES LIMITED:

)
)
)
)

.....
Authorised Signatory

Name:

Notice Details

Address: The News Building, Level 6, 3 London Bridge Street, London, SE1 9SG
Email: deals@ats.kroll.com
Facsimile: +44 (0) 207 354 6132
Attention: Transaction Management, Kroll Agency and Trustee Services Limited