

MR01

Particulars of a charge

237872/23



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A fee is be payable with this form
Please see 'How to pay' on page 2

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☒ What this form is NOT for
You may not use this form to
register a charge where the charge is
instrument Use form MR01



A08 17/10/2016 #284
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original.

1 Company details

Company number 0 5 0 3 8 9 6 9 ✓

Company name in full SG LEASING (GEMS) LIMITED ✓

0028

For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 03 00 09 20 16 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name NATIONAL AUSTRALIA BANK LIMITED ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

none

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

☐ No

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP 12/10/16 X
on behalf of the chargor

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

MR01**Particulars of a charge****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. The contact information you give will be visible to searchers of the public record

Contact name Georgina Whittington

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region London

Postcode E 1 6 A D

Country UK

DX

Telephone 020 3088 5053

**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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper

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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 5038969

Charge code: 0503 8969 0028

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2016 and created by SG LEASING (GEMS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th October 2016

②

Given at Companies House, Cardiff on 25th October 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION COPY
Private & Confidential

Except for material redacted
pursuant to s. 859 G of the
Companies Act 2006, I
certify that this is a correct
copy of the original document

Allen & Overy LLP

Dated 30 September 2016

**SG LEASING (GEMS) LIMITED
(FORMERLY KNOWN AS RBSSAF (19) LIMITED)
(as Lessor)**

and

**NATIONAL AUSTRALIA BANK LIMITED
(as Security Trustee)**

SECURITY ASSIGNMENT
in respect of one 155,000m³ Single Screw
Diesel Electric LNG Carrier with Hull No.
1778 constructed at Hyundai Heavy
Industries Co., Ltd. and currently known
as m.v. "British Ruby"

Contents

Clause	Page
1 Definitions	1
2 Warranty and covenant	4
3 Covenant to pay and discharge obligations	4
4 Assignment	4
5 Continuing security and other matters	5
6 Powers of Security Trustee	6
7 Application of moneys	7
8 Costs and indemnity	8
9 Attorney	9
10 Further assurance	9
11 Notices	9
12 Law, jurisdiction and other provisions	10
Schedule 1 Form of Notice of Assignment to Charterer	12
Schedule 2 Form of Notice of Assignment to Charterer Guarantor	14
Schedule 3 Form of Notice of Assignment to BP	17
Schedule 4 Form of Notice of Assignment to the Put Option Counterparty	20

THIS ASSIGNMENT is dated **30** September 2016 and made BETWEEN

- (1) **SG LEASING (GEMS) LIMITED (formerly known as RBSSAF (19) LIMITED)**, a company incorporated under the laws of England and Wales with company registration number 05038969, having its registered office at SG House, 41 Tower Hill, London EC3N 4SG (the "**Lessor**"), and
- (2) **NATIONAL AUSTRALIA BANK LIMITED**, a banking institution established under the laws of Australia acting for the purposes of this Assignment through its branch at 88 Wood Street, London EC2V 7QQ, England in its capacity as security trustee for and on behalf of itself and the Beneficiaries (the "**Security Trustee**")

WHEREAS

- (A) this Assignment is entered into in connection with a deed of proceeds and priorities dated 31 March 2005 (as amended pursuant to a supplemental deed dated the same date as this Assignment (the "**Supplemental Deed**"), the "**Deed of Proceeds and Priorities**") and now made between, inter alios, (1) the Lessor as borrower, (2) National Australia Bank Limited as the security trustee, (3) National Australia Bank Limited as the facility agent (the "**Facility Agent**"), (4) SG Leasing (Ruby) Limited (formerly known as RBSSAF (22) Limited) (the "**Put Option Counterparty**"), (5) Société Générale, London Branch, (6) BP Shipping Limited (the "**Charterer**"), (7) the banks and financial institutions set out in schedule 1 thereto (the "**Tranche ABC Lenders**") and (8) TH Investments (Hong Kong) 1 Limited as tranche D lender (the "**Tranche D Lender**"), pursuant to which the parties thereto, inter alia, (i) appointed the Security Trustee as trustee to hold on trust for and on behalf of itself and the Beneficiaries all security interests created over or in relation to the Vessel under or pursuant to the Transaction Documents (as defined in the Deed of Proceeds and Priorities), and (ii) set out the agreement between themselves as to the application of any proceeds of such security interests arising out of or in connection with the Vessel and the Transaction Documents (as so defined),
- (B) this Assignment is supplemental to the Pre-Put Loan Agreements, the other Transaction Documents and to the security thereby created and is the "**Supplemental Security Assignment**" referred to in each Pre-Put Loan Agreement (supplemental to the existing security assignment dated 31 March 2005 between the Lessor and the Security Trustee (the "**Original Security Assignment**")) but shall nonetheless continue in full force and effect notwithstanding any discharge of the other Security Documents,
- (C) the security created by the Lessor under the Original Security Assignment shall continue in full force and effect, and
- (D) this Deed is supplemental to the Original Security Agreement and shall secure the Secured Obligations as that term is now defined following amendments to the definition of "Transaction Documents" pursuant to the Supplemental Deed

NOW THIS ASSIGNMENT WITNESSES AND IT IS HEREBY AGREED as follows:

1 Definitions

1.1 Defined expressions

Words and expressions defined in the Deed of Proceeds and Priorities (whether therein or by reference to another document) shall, unless otherwise defined in this Assignment or the context otherwise requires, have the same meanings when used in this Assignment

1.2 Definitions

In this Assignment, unless the context otherwise requires.

"**Assigned Property**" means all of the Lessor's right, title and interest both present and future and whether contractual, proprietary or of any other kind in and to

- (a) the Charter,
- (b) the Charterer Guarantee,
- (c) the BP Comfort Letter,
- (d) the Put Option Agreement,
- (e) the BP Insurance Assignment, and
- (f) the Proceeds,

EXCEPT the Excluded Property,

"Beneficiaries" means, together, the Security Trustee, the Facility Agent, the Tranche ABC Lenders, the Tranche D Lender, the Lessor, the Put Option Counterparty and the Charterer;

"BP" means BP plc, a company incorporated in England with company number 00102498,

"Collateral Instrument" means any note, bill of exchange, certificate of deposit and other negotiable and non-negotiable instrument, guarantee, indemnity and other assurance against financial loss and any other document or instrument which contains or evidences an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for the Secured Obligations and includes any document or instrument creating or evidencing an Encumbrance,

"Contract Rights" means all of the rights of the Lessor under or pursuant to the Contracts and any guarantee, security or other assurance given to the Lessor at any time in respect thereof,

"Contracts" means collectively the Charter, the Charterer Guarantee, the BP Comfort Letter, the Put Option Agreement and the BP Insurance Assignment,

"Enforcement Event" means the occurrence of any Lessor Default Event or any Lessor Non-Default Event,

"Excluded Property" means all of the right, title and interest of the Lessor under the following provisions of the Charter

- (a) clause 20,
- (b) clause 21,
- (c) clauses 18 7 3 and 18 9 4,
- (d) any obligation of the Charterer to pay a Termination Fee (as defined in the Charter);
- (e) payments arising under the Charter as a result of any adjustments made after the Termination Date pursuant to paragraph 4 or paragraph 8 of the Financial Schedule, and
- (f) clause 25 1,

together with, in respect of any payments under any of the foregoing provisions, the benefit of clauses 8 2, 8 3, 8 4 and 8.5 and any other provisions of the Charter which relate to payments generally,

"Expenses" means the aggregate at any relevant time (to the extent that the same have not been received or recovered by the Security Trustee or any Receiver) of

- (a) all losses, liabilities, costs, charges, expenses, damages and outgoings of whatever nature (including, without limitation, Taxes, repair costs, registration fees and insurance premiums) suffered, incurred or paid by the Security Trustee or any Receiver in connection with the exercise of the powers referred to in or granted by this Assignment and the other Transaction Documents and payable by the Lessor in accordance with clauses 8.1 or 8.2, and
- (b) interest on all such losses, liabilities, costs, charges, expenses, damages and outgoings from the date on which the same was suffered, incurred or paid by the Security Trustee until the date of receipt or recovery thereof (whether before or after judgment) at a rate per annum calculated in accordance with clause 3.2 of the Tranche ABC Loan Agreement (as conclusively certified by the Security Trustee or such Receiver, as the case may be),

"Lessor Default Event" means the occurrence of any of the following events.

- (a) any of the events or circumstances described in either Pre-Put Loan Agreement as an "Event of Default", or
- (b) the Lessor fails to apply any Lessor Proceeds in accordance with the provisions of the Charter to the extent it is entitled to do so in accordance with the provisions of the Deed of Proceeds and Priorities, or
- (c) the Lessor revokes its instructions given to the Account Bank and the Security Trustee in clause 3.4 of the Deed of Proceeds and Priorities or otherwise takes any action which prevents the Security Trustee from applying any Lessor Proceeds in accordance with the provisions of the Deed of Proceeds and Priorities, or
- (d) the Lessor revokes its appointment of the Charterer as its sales agent under clause 19.2 of the Charter or its appointment of the Security Trustee and the Put Option Counterparty as its sales agent under clauses 8.1 and 9.1 respectively of the Deed of Proceeds and Priorities, or
- (e) the Lessor fails to pass title to the Vessel to a purchaser when obliged to do so in accordance with the provisions of the Charter or the Deed of Proceeds and Priorities or any contract for the sale of the Vessel entered into by the Lessor pursuant to such provisions,

"Lessor Non-Default Event" means the occurrence of any of the following events

- (a) any of the events or circumstances described in clause 19.1 of the Tranche ABC Loan Agreement occurs and the Lessor has issued an SPR Notice (as defined in the Tranche ABC Loan Agreement) but only for so long as such SPR Notice has not been withdrawn or revoked; or
- (b) following the occurrence of a Termination Event (as such term is defined in the Charter) the Security Trustee considers (acting in good faith but in its absolute discretion) that it is necessary to exercise its rights set out in clause 6.2 in order to prevent such rights or the security created by this Assignment from being prejudiced or imperilled or to prevent any disposal or diminution in value of the Assigned Property (or any part thereof),

"Permitted Encumbrance" has the meaning given to that term in the Tranche ABC Loan Agreement,

"Pre-Put Loan Agreements" means the Tranche ABC Loan Agreement and the Tranche D Loan Agreement,

"Proceeds" means all proceeds of the Contract Rights from time to time, in whatever form they may be including, without limitation, (a) all amounts from time to time standing to the credit of any account into which such proceeds have been paid and (b) any substitute asset or product of such proceeds,

"Receiver" means any receiver and/or manager appointed pursuant to clause 6.3;

"Secured Obligations" means any and all moneys, liabilities and obligations (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money, and including, without limitation, any obligation or liability to pay damages) which are due, owing, payable or incurred or are expressed to be due, owing, payable, or incurred from or by the Lessor to the Tranche ABC Lenders, the Tranche D Lender, the Charterer or the Put Option Counterparty or any of them (or to the Facility Agent or the Security Trustee on behalf of any of them) under or in connection with any of the Transaction Documents,

"Transaction Documents" has the meaning given to that term in the Tranche ABC Loan Agreement (save where it is used in Recital (A))

1.3 Headings

Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Assignment

1.4 Construction of certain terms

The provisions of clause 1.3 of the Deed of Proceeds and Priorities shall apply mutatis mutandis to this Assignment as if set out herein and as if references therein to "this Deed" were references to this Assignment.

1.5 Conflict with Deed of Proceeds and Priorities

This Assignment shall be read together with the Deed of Proceeds and Priorities but in case of any conflict between the two instruments the provisions of the Deed of Proceeds and Priorities shall prevail.

2 Warranty and covenant

2.1 The Lessor hereby represents and warrants to the Security Trustee that the Lessor is the sole, legal and beneficial owner of the whole of the Assigned Property free from all Encumbrances (other than Permitted Encumbrances)

2.2 The Lessor hereby covenants with the Security Trustee that it will not hereafter, sell, transfer, assign, charge, pledge or, save for any Permitted Encumbrance, otherwise encumber or agree to sell, transfer, assign, charge, pledge or, save as aforesaid, otherwise encumber any of its rights, title or interest to or in, or any of the benefits of the Contracts to any person other than the Security Trustee (other than pursuant to the Put Option Agreement)

3 Covenant to pay and discharge obligations

The Lessor shall pay all moneys, and discharge all obligations and liabilities, now or hereafter due, owing or incurred by the Lessor under or in connection with the Transaction Documents or any of them at the times and in the manner therein specified

4 Assignment

4.1 Assignment

By way of security for payment and discharge of the Secured Obligations, the Lessor with full title guarantee hereby assigns and agrees to assign to the Security Trustee absolutely all its rights, title and interest both present and future in and to the Assigned Property and all its benefits and interests present and future therein.

4.2 Notice of assignment

The Lessor hereby covenants and undertakes with the Security Trustee forthwith after the execution and delivery of this Assignment to give written notice of the assignment herein contained to the Charterer, the Charterer Guarantor, BP and the Put Option Counterparty in the forms of the notices set out in Schedule 1, Schedule 2, Schedule 3 and Schedule 4 respectively and to use all reasonable endeavours to procure that each of the Charterer, the Charterer Guarantor, BP and the Put Option Counterparty signs and delivers to the Security Trustee the form of acknowledgement attached to such notice no later than the first Drawdown Date (as defined in the Tranche ABC Loan Agreement)

4.3 Reassignment

Upon payment and discharge in full to the satisfaction of the Security Trustee of the Secured Obligations the Security Trustee shall promptly re-assign the Assigned Property to the Lessor or as it may direct and give notice of such reassignment to each of the Charterer, the Charterer Guarantor, BP and the Put Option Counterparty

4.4 Second Ranking

Where a right or asset of the Lessor has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Assignment and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Assignment, this Assignment will take effect as an assignment of that right to re-assignment on redemption and as a fixed charge over that right or asset and will only take effect as an assignment if the relevant security created by the Original Security Assignment ceases to have effect at a time when this Assignment still has effect.

5 Continuing security and other matters

5.1 Continuing security

The security created by this Assignment shall be held by the Security Trustee as a continuing security for the payment and discharge of the Secured Obligations and the performance and observance of and compliance with all of the covenants, terms and conditions contained in the Transaction Documents, express or implied, and the security so created shall not be satisfied by any intermediate payment or satisfaction of any part of the amount hereby and thereby secured (or by any settlement of accounts between the Lessor or any other person who may be liable to the Security Trustee or the Beneficiaries in respect of the Secured Obligations or any part thereof and the Security Trustee or the Beneficiaries)

5.2 Security Additional

The security so created shall be in addition to, and shall not in any way prejudice or affect, and may be enforced by the Security Trustee without prior recourse to, the security created by any of the other Transaction Documents or by any deposit of documents, or any guarantee, lien, bill, note, mortgage or other security now or hereafter held by the Security Trustee, or any right or remedy of the Security Trustee thereunder and shall not in any way be prejudiced or affected thereby or by the invalidity or unenforceability thereof, or by the Security Trustee releasing, modifying or refraining from perfecting or enforcing any of the same, or granting time or indulgence or compounding with any person liable

5.3 Rights additional

All the rights, remedies and powers vested in the Security Trustee hereunder shall be in addition to and not a limitation of any and every other right, power or remedy vested in the Security Trustee under this Assignment, the other Transaction Documents or any Collateral Instrument or at law and all the powers so vested in the Security Trustee may be exercised from time to time and as often as the Security Trustee may deem expedient.

5.4 No enquiry

Neither the Security Trustee nor any Receiver shall be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under this Assignment or any other Transaction Documents or to make any claim or take any action to collect any moneys hereby assigned or to enforce any rights or benefits hereby assigned to the Security Trustee or to which the Security Trustee may at any time be entitled under any Transaction Document

5.5 No liability

The Lessor shall remain liable to perform all the obligations assumed by it in relation to the Assigned Property and the Security Trustee shall be under no obligation of any kind whatsoever in respect thereof or be under any liability whatsoever in the event of any failure by the Lessor to perform its obligations in respect thereof. Until an Enforcement Event has occurred, the Lessor may exercise all the powers and rights vested in it in relation to the Assigned Property subject to any limitations contained in the Pre-Put Loan Agreements or in any other Transaction Document.

5.6 Discharge of Mortgage

Notwithstanding that this Assignment is expressed to be supplemental to the Pre-Put Loan Agreements and the other Transaction Documents, it shall, subject to clause 4.3, continue in full force and effect after any discharge of the Mortgage and/or any of the other Security Documents.

6 Powers of Security Trustee

6.1 Protective action

The Security Trustee shall, without prejudice to its other rights, powers and remedies hereunder or under any of the other Transaction Documents, be entitled (but not bound) at any time, and as often as may be necessary, to take any such action as it may in its discretion think fit for the purpose of protecting or maintaining the security created by this Assignment and all Expenses attributable thereto shall (subject to clause 8.3) be payable by the Lessor on demand

6.2 Powers on Enforcement Event

Without prejudice to the provisions of clause 6.1 or the generality of the powers and remedies vested in the Security Trustee by virtue of the assignment herein contained, upon the happening of an Enforcement Event or at any time thereafter (whether or not the Facility Agent or, as the case may be, the Tranche D Lender shall have given or be deemed to have given any notice in accordance with the provisions of clause 10.2 of either Pre-Put Loan Agreement) the Security Trustee shall become forthwith entitled, as and when it may see fit, to exercise in relation to the Assigned Property or any part thereof all or any of the rights, powers and remedies possessed by it as assignee of the Assigned Property (whether at law, by virtue of this Assignment or otherwise) and in particular (without limiting the generality of the foregoing)

6.2.1 to collect, recover, compromise and give a good discharge for, all claims then outstanding or thereafter arising in respect of the Assigned Property or any part thereof, and to take over or institute (if necessary, following a Lessor Default Event, using the name of the Lessor) all such proceedings in connection therewith as the Security Trustee in its absolute discretion thinks fit,

6.2.2 to discharge, compound, release or compromise claims in respect of the Assigned Property or any part thereof which have given or may give rise to any charge or lien or other claim on the Vessel, the Charter Earnings, Insurances or Requisition Compensation or any part thereof or which are or may be enforceable by proceedings against the Vessel, the Charter Earnings, Insurances or Requisition Compensation or any part thereof,

6.2.3 to perform, repudiate, rescind or vary any Contract and to require payment to it of any revenues deriving therefrom and, for this purpose, to give notice to the other parties to the Contracts re-directing payment and performance, and

6.2.4 subject to the provisions of clause 8.3, to recover from the Lessor on demand all Expenses incurred or paid by the Security Trustee in connection with the exercise of the powers (or any of them) referred to in this clause 6.2

6.3 Appointment of Receiver

Upon the happening of an Enforcement Event or at any time thereafter (whether or not the Facility Agent or, as the case may be, the Tranche D Lender shall have given or be deemed to have given any notice in accordance with the provisions of clause 10.2 of either Pre-Put Loan Agreement), the Security Trustee shall be entitled (but not bound) by writing executed as a deed or under the hand of any director or officer of the Security Trustee to appoint any person or persons to be a receiver and/or manager of the Assigned Property or any part thereof (with power to authorise any joint receiver and/or manager to exercise any power independently of any other joint receiver and/or manager) and may from time to time fix his remuneration, and may remove any receiver and/or manager so appointed and appoint another in his place. Any receiver and/or manager so appointed shall be the agent of the Lessor and the Lessor shall be solely responsible for his acts or defaults and for his remuneration, and such receiver and/or manager so appointed shall have all powers conferred by the Law of Property Act 1925 without the restrictions contained in sections 93 and 103 of that Act and, in addition, power on behalf of and at the cost of the Lessor (notwithstanding any liquidation of the Lessor) to do or omit to do anything which the Lessor could do or omit to do in relation to the Assigned Property or any part thereof and in particular (but without prejudice to the generality of the foregoing) any such receiver and/or manager may exercise all the powers and discretions conferred on the Security Trustee by the Mortgage and this Assignment

6.4 Remuneration of Receiver

Any Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved, upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm, without being limited to the maximum rate specified in section 109(6) of the Law of Property Act 1925

6.5 Liability of mortgagee in possession

Neither the Security Trustee nor any Receiver shall be liable as mortgagee in possession in respect of all or any of the Assigned Property to account or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection therewith

6.6 No prejudice to Lessor's right to put

Neither the assignment contained in clause 4.1 nor the exercise by the Security Trustee or any Receiver of any of its rights, powers or remedies hereunder shall in any way limit, derogate from or otherwise prejudice the ability of the Lessor to exercise all or any of the rights of the Lessor under the Put Option Agreement including its right to serve a Put Option Notice (as defined therein) after the occurrence of an Enforcement Event but only insofar as the Security Trustee has not by such time served a Put Option Notice

7 Application of moneys

All moneys received by the Security Trustee in respect of the Assigned Property following an Enforcement Event shall be held by it upon trust and shall be applied in accordance with the terms of the Deed of Proceeds and Priorities

8 Costs and indemnity

8.1 Costs

Subject to clause 8.3, the Lessor shall pay to the Security Trustee on demand on a full indemnity basis all expenses or liabilities of whatsoever nature (including legal fees, fees of insurance advisers, printing, out-of-pocket expenses, stamp duties, registration fees and other duties or charges, together with any value added tax or similar tax payable in respect thereof), incurred by the Security Trustee or any Receiver in connection with the enforcement of, or preservation of any rights under, this Assignment or otherwise in respect of the Secured Obligations and the security therefor or in connection with the preparation, completion, execution or registration of this Assignment

8.2 Indemnity

Subject to clause 8.3, the Lessor hereby agrees and undertakes to indemnify the Security Trustee and any Receiver against all losses, actions, claims, expenses, demands, obligations and liabilities whatsoever and whensoever arising which may now or hereafter be incurred by or threatened or brought against the Security Trustee or any such Receiver, or incurred by any manager, agent, officer or employee for whose liability, act or omission the Security Trustee or any Receiver may be answerable, in respect of, in relation to or in connection with, anything done or omitted in the exercise of, or purported exercise of, the powers contained in this Assignment or the implementation of the Contracts, or otherwise in connection herewith or with any part of the Assigned Property or otherwise howsoever in relation to, or in connection with, any of the matters dealt with in this Assignment

8.3 Limitation on recourse to Lessor for Expenses

8.3.1 In the event that the enforcement of, or preservation of any rights under, this Assignment is as a result of the occurrence of a Lessor Non-Default Event, the Security Trustee is prepared to limit its recourse against the Lessor for Expenses in the manner and subject to the terms and conditions set out in this clause 8.3 and such Expenses shall, as against the Lessor, be recoverable only from and to the extent of the proceeds of realisation or enforcement of any security interest created pursuant to this Assignment or the exercise of all and any rights, powers and remedies in relation to any security interest pursuant to this Assignment or otherwise pursuant to any other Security Document (the "Security")

8.3.2 The foregoing provisions of this clause 8.3 shall only limit the personal liability of the Lessor for the payment of the Expenses and do not and shall not

- (a) limit or restrict in any way the liability of the Lessor in respect of the payment, repayment, performance, satisfaction and discharge of any other moneys, obligations and liabilities under and pursuant to this Assignment and the other Transaction Documents; or
- (b) derogate from or otherwise limit any power or right of the Security Trustee to enforce, recover, realise or apply the Security. The Security Trustee shall be entitled to reimbursement in full of all Expenses payable or expressed to be payable by the Lessor under and pursuant to this Assignment and the other Transaction Documents from the proceeds of any such enforcement, recovery, realisation or application in accordance with the Deed of Proceeds and Priorities, or
- (c) derogate from or otherwise limit any power or right of the Security Trustee to recover Expenses following a Lessor Default Event, or
- (d) derogate from or otherwise limit any power or right of the Security Trustee or any other Beneficiary to recover Expenses pursuant to provisions of the Deed of Proceeds and Priorities

9 Attorney

9.1 Appointment

By way of security, the Lessor hereby irrevocably and severally appoints each of the Security Trustee and any Receiver to be its attorney generally for and in the name and on behalf of the Lessor, and as the act and deed or otherwise of the Lessor to execute, seal and deliver and otherwise perfect and do and file, record, register or enrol all such deeds, assurances, agreements, instruments, acts and things (including, without limiting the generality of the foregoing, to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of the Assigned Property, to endorse any cheques or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Security Trustee or any Receiver may deem to be necessary or advisable and otherwise to do any and all things which the Lessor itself could do in relation to the Assigned Property) which may be required for the full exercise of all or any of the rights, powers or remedies conferred hereby or which may be deemed proper in or in connection with all or any of the purposes aforesaid. The power hereby conferred shall be a general power of attorney under the Powers of Attorney Act 1971, and the Lessor ratifies and confirms, and agrees to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Security Trustee or any Receiver may execute or do pursuant thereto, provided always that such power shall not be exercisable by or on behalf of the Security Trustee or any Receiver until the happening of any Lessor Default Event and only for so long as it is continuing.

9.2 Dealing with attorneys

The exercise of such power by or on behalf of the Security Trustee or any Receiver shall not put any person dealing with the Security Trustee or any Receiver upon any enquiry as to whether a Lessor Default Event has happened, nor shall such person be in any way affected by notice that no such event has happened, and the exercise by (or on behalf of) the Security Trustee or any Receiver of such power shall be conclusive evidence of the Security Trustee's or such Receiver's right to exercise the same.

9.3 Filings

The Lessor hereby irrevocably and severally appoints each of the Security Trustee and any Receiver to be its attorney in its name and on its behalf and as its act and deed or otherwise, to agree the form of and to execute and do all deeds, instruments, acts and things in order to file, record, register or enrol this Assignment and/or any notice and/or any acknowledgement of the assignment herein contained in any court, public office or elsewhere which the Security Trustee or any Receiver may in its discretion consider necessary or advisable, now or in the future, to ensure the legality, validity, enforceability or admissibility in evidence thereof and any other assurance, document, act or thing required to be executed by the Lessor pursuant to clause 10, provided always that such power shall not be exercisable by or on behalf of the Security Trustee or any Receiver until the happening of any Lessor Default Event and only for so long as it is continuing.

10 Further assurance

The Lessor hereby further undertakes from time to time to execute, sign, perfect, do and (if required) register every such further assurance, document, act or thing as in the opinion of the Security Trustee may be necessary or desirable for the purpose of more effectually assigning the Assigned Property or perfecting the security constituted or intended to be constituted by this Assignment.

11 Notices

The provisions of clause 17.1 of the Deed of Proceeds and Priorities shall apply mutatis mutandis in respect of any certificate, notice, demand or other communication given or made under this Assignment.

12 Law, jurisdiction and other provisions

12.1 Law

This Assignment is governed by, and shall be construed in accordance with, English law

12.2 Submission to jurisdiction

For the benefit of the Security Trustee, the parties irrevocably agree that any legal action or proceedings arising out of or in connection with this Assignment shall be brought in the English courts, which shall have jurisdiction to settle any disputes arising out of or in connection with this Assignment

12.3 No waiver

No failure or delay on the part of the Security Trustee to exercise any right, power or remedy vested in it under this Assignment and/or any other Transaction Documents shall operate as a waiver thereof, nor shall any single or partial exercise or waiver by the Security Trustee of any right, power or remedy nor the discontinuance, abandonment or adverse determination of any proceedings taken by the Security Trustee to enforce any right, power or remedy preclude any other or further exercise or waiver thereof or proceedings to enforce the same or the exercise of any other power, right or remedy, nor shall the giving by the Security Trustee of any consent to any act which by the terms of this Assignment requires such consent prejudice the right of the Security Trustee to withhold or give consent to the doing of any other similar act. The remedies provided in this Assignment and/or any other Transaction Documents are cumulative and are not exclusive of any remedies provided by law

12.4 Delegation of powers

The Security Trustee shall be entitled, at any time and as often as may be expedient, to delegate all or any of the powers and discretions vested in it by this Assignment (including the power vested in it by virtue of clause 9) in such manner, upon such terms, and to such persons as the Security Trustee in its absolute discretion may think fit

12.5 Security Trustee as assignee

The Security Trustee shall be entitled to do all acts and things incidental or conducive to the exercise of any of the rights, powers or remedies possessed by it as assignee of the Assigned Property (whether at law, under this Assignment or otherwise)

12.6 Benefit of this Assignment

This Assignment shall be binding upon the Lessor and its successors in title, and shall enure for the benefit of the Security Trustee and its successors in title, permitted assignees and permitted transferees. The Lessor expressly acknowledges and accepts the provisions of clause 19 of the Deed of Proceeds and Priorities and agrees that any person in favour of whom an assignment or transfer is made in accordance with such clause shall be entitled to the benefit of this Assignment on the same terms mutatis mutandis as set out in such clause

12.7 Disclosure of information

The Security Trustee and/or the Lenders may disclose on a confidential basis to a potential assignee or transferee or to any other person who may propose entering into contractual relations with the Security Trustee and/or the Lenders in relation to the Pre-Put Loan Agreements, such information about the Lessor as the Security Trustee and/or the Lenders shall consider appropriate

12.8 Severability of provisions

Each of the provisions of this Assignment are severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby

12.9 Counterparts

This Assignment may be executed in any number of counterparts and by the different parties, hereto on separate counterparts, each of which so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument

12.10 Third Party Rights

No term of this Assignment is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Assignment.

12.11 Section 93 Law of Property Act 1925

Section 93 of the Law of Property Act 1925 shall not apply to this security or to any security given to the Security Trustee pursuant hereto

IN WITNESS whereof this Assignment has been duly executed as a deed the day and year first above written

Schedule 1
Form of Notice of Assignment to Charterer

To: BP Shipping Limited
Chertsey Road
Sunbury on Thames
Middlesex TW16 7BP

One 155,000m³ Single Screw, Diesel Electric LNG carrier with Hyundai Heavy Industries Co., Ltd. Hull No. 1778 (the "Vessel")

We refer to the Charter (the "Charter") dated 31 March 2005 (as supplemented and amended from time to time) made between us and you, whereby we agreed to let and you agreed to take on charter for the period and upon the terms and conditions therein mentioned the Vessel, to be registered in our name under the Isle of Man flag

NOW WE HEREBY GIVE YOU NOTICE

- 1 that, by an assignment dated September 2016 (the "**Assignment**") made between us and National Australia Bank Limited (the "**Assignee**") we have assigned by way of security to the Assignee all our rights, title and interest in and to any moneys whatsoever payable to us under the Charter and all other rights and benefits whatsoever accruing to us under the Charter including (but without prejudice to the generality of the foregoing) all claims for damages in respect of any breach by you of the Charter but excluding the Excluded Property (as defined in the Assignment),
- 2 that where a right or asset has been assigned by us (subject to a proviso for re-assignment on redemption) under the Security Assignment dated 31 March 2005 (the "**Original Security Assignment**") and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under the Assignment, the Assignment will take effect as an assignment of that right to re-assignment on redemption and as a fixed charge over that right or asset and will only take effect as an assignment if the relevant security created by the Original Security Assignment ceases to have effect at a time when the Assignment still has effect,
- 3 that the Assignee has agreed that we may exercise all the powers and rights vested in us under the Charter unless and until the Assignee notifies you that an Enforcement Event (as defined in the Assignment) has occurred and is continuing in accordance with the terms of the Assignment and that upon receipt of such notification from the Assignee you should perform your obligations under the Charter in favour of the Assignee and, following receipt of such notice, you are hereby irrevocably authorised and instructed to pay such moneys as aforesaid and amounts in respect of Excluded Property to account number 4212 at Société Générale, London Branch designated "**Lessor Proceeds Account**" or to such account as the Assignee may from time to time direct in accordance with the terms of the Assignment, and
- 4 that in the event of any conflict between a notice sent to you by us and a notice sent by the Assignee, the notice sent to you by the Assignee shall prevail

The authority and instructions herein contained cannot be revoked or varied by us without the consent of the Assignee

For and on behalf of
SG Leasing (Gems) Limited (formerly known as RBSSAF (19) Limited)

Dated

Acknowledgement and undertaking

To **National Australia Bank Limited**
88 Wood Street
London
EC2V 7QQ
England
(the "Assignee")

and

SG Leasing (Gems) Limited (formerly known as RBSSAF (19) Limited)
SG House
41 Tower Hill
London EC3N 4SG
(the "Lessor")

Hull No. 1778

We hereby acknowledge receipt of the notice (the "Notice") set out above and consent to the assignment referred to therein and, in consideration of US\$10 and other good and valuable consideration (the receipt and adequacy of which we hereby acknowledge), we hereby undertake, and confirm to, the Assignee as follows

- (a) to pay (following receipt of a notice from the Assignee requesting us to do so) all amounts due from us under the Charter (as defined in the Notice) in full in Dollars (and without any set-off or counterclaim whatsoever and free and clear of any deductions or withholdings unless required by law in which case subject to our obligations in clause 21.3 of the Charter) to the Lessor Proceeds Account (as defined in the Notice) or as the Assignee shall otherwise direct in accordance with the terms of the Assignment (as defined in the Notice),
- (b) that we shall not terminate the Charter (other than in accordance with its terms);
- (c) that upon receipt of notification from the Assignee in accordance with the terms of the Assignment we shall perform our obligations under the Charter in favour of the Assignee, and
- (d) that we have not received any notice of any other assignment or charge over the Lessor's right, title and interest in and to the Charter.

We further acknowledge and confirm that, notwithstanding that the Assignment does not include the Excluded Property (as defined in the Assignment), we shall following receipt of the Notice from you also pay amounts in respect of the Excluded Property to the Lessor Proceeds Account and that payment to such account shall, as provided in clause 13.4.10 of the Deed of Proceeds and Priorities (as defined in the Charter), be pro tanto satisfaction of our obligation to pay such amounts to the Lessor

This acknowledgement shall be governed and construed in accordance with English law and we hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of England and Wales

For and on behalf of
BP Shipping Limited

Dated

Schedule 2
Form of Notice of Assignment to Charterer Guarantor

To **BP International Limited**
Chertsey Road
Sunbury on Thames
Middlesex TW16 7BP

One 155,000m³ Single Screw, Diesel Electric LNG carrier with Hyundai Heavy Industries Co., Ltd Hull No. 1778 (the "Vessel")

We refer to the guarantee (the "**Charterer Guarantee**") dated 31 March 2005 made between us and you, whereby you guaranteed all of the payment obligations of BP Shipping Limited (the "**Charterer**") under the charter (the "**Charter**") dated 31 March 2005 made between us and the Charterer in respect of the Vessel upon the terms and conditions contained therein

NOW WE HEREBY GIVE YOU NOTICE

- 1 that by an assignment (the "**Assignment**") dated September 2016 made between us and National Australia Bank Limited (the "**Assignee**"), we have assigned by way of security to the Assignee all of our rights, title and interest in and to any moneys whatsoever payable to us under the Charterer Guarantee and all other rights and benefits whatsoever accruing to us under the Charterer Guarantee including (but without prejudice to the generality of the foregoing) all claims for damages in respect of any breach by you of the Charterer Guarantee but excluding any amounts which relate to Excluded Property (as defined in the Assignment),
- 2 that where a right or asset has been assigned by us (subject to a proviso for re-assignment on redemption) under the Security Assignment dated 31 March 2005 (the "**Original Security Assignment**") and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under the Assignment, the Assignment will take effect as an assignment of that right to re-assignment on redemption and as a fixed charge over that right or asset and will only take effect as an assignment if the relevant security created by the Original Security Assignment ceases to have effect at a time when the Assignment still has effect,
- 3 that the Assignee has agreed that we may exercise all the powers and rights vested in us under the Charterer Guarantee unless and until the Assignee notifies you in writing that an Enforcement Event (as defined in the Assignment) has occurred and is continuing in accordance with the terms of the Assignment and that upon receipt of such notification in writing from the Assignee all rights, powers and discretions will be exercisable by, and notices must be given to, the Assignee or as it directs and you should perform your obligations under the Charterer Guarantee in favour of the Assignee and, following receipt of such notice, you are hereby irrevocably authorised and instructed to pay such moneys as aforesaid (if any) and amounts in respect of Excluded Property to account number 4212 at Société Générale, London Branch designated "**Lessor Proceeds Account**" or to such other account as the Assignee may from time to time direct,
- 4 that in the event of any conflict between a notice sent to you by us and a notice sent by the Assignee, the notice sent to you by the Assignee shall prevail, and
- 5 we confirm that we will remain liable under the Charterer Guarantee to perform all obligations assumed by us under the Charterer Guarantee

The authority and instructions herein contained cannot be revoked or varied by us without the consent in writing of the Assignee

For and on behalf of
SG Leasing (Gems) Limited (formerly known as RBSSAF (19) Limited)

Acknowledgement and undertaking

To **National Australia Bank Limited**
88 Wood Street
London
EC2V 7QQ
England
(the "Assignee")

and

SG Leasing (Gems) Limited (formerly known as RBSSAF (19) Limited)
SG House
41 Tower Hill
London EC3N 4SG
(the "Lessor")

Hull No. 1778

We hereby acknowledge receipt of a notice (the "Notice") set out above and consent to the assignment referred to in the Notice and, in consideration of US\$10 and other good and valuable consideration (the receipt and adequacy of which we hereby acknowledge), we hereby undertake, and confirm to, the Assignee as follows:

- (a) to pay (following receipt of a notice from the Assignee requesting us to do so) all amounts due from us under the Charterer Guarantee (as defined in the Notice) in accordance with the terms thereof to the Lessor Proceeds Account (as defined in the Notice) or as the Assignee shall otherwise direct in writing,
- (b) that we shall not wrongfully repudiate the Charterer Guarantee,
- (c) that upon receipt of notification from the Assignee in accordance with the terms of the Assignment we shall perform our obligations under the Charterer Guarantee in favour of the Assignee, and
- (d) that we have not received any notice of any other assignment or charge over the Lessor's right, title and interest in and to the Charterer Guarantee

We further acknowledge and confirm that, notwithstanding that the Assignment does not include the Excluded Property (as defined in the Assignment), we shall following receipt of Notice from you also pay amounts in respect of the Excluded Property to the Lessor Proceeds Account and that payment to such account shall, as provided in clause 13.4.10 of the Deed of Proceeds and Priorities (as defined in the Charter), be pro tanto satisfaction of our obligation to pay such amounts to the Lessor

This acknowledgement shall be governed and construed in accordance with English law and we hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of England and Wales

For and on behalf of
BP International Limited

Dated

Schedule 3
Form of Notice of Assignment to BP

To BP plc
1 St James's Square
London
SW1Y 4PD

One 155,000m³ Single Screw, Diesel Electric LNG carrier with Hyundai Heavy Industries Co., Ltd Hull No. 1778 (the "Vessel")

We refer to the comfort letter (the "**BP Comfort Letter**") dated 31 March 2005 given by you in favour of us and National Australia Bank Limited (the "**Assignee**") whereby, inter alia you agreed, upon the terms and conditions contained therein, to maintain your shareholding interest in BPI (as defined in the BP Comfort Letter)

NOW WE HEREBY GIVE YOU NOTICE

- 1 that by an assignment (the "**Assignment**") dated September 2016 made between us and the Assignee, we have assigned by way of security to the Assignee all of our rights, title and interest in and to any moneys whatsoever payable to us under the BP Comfort Letter and all other rights and benefits whatsoever accruing to us under the BP Comfort Letter including (but without prejudice to the generality of the foregoing) all claims for damages in respect of any breach by you of the BP Comfort Letter,
- 2 that where a right or asset has been assigned by us (subject to a proviso for re-assignment on redemption) under the Security Assignment dated 31 March 2005 (the "**Original Security Assignment**") and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under the Assignment, the Assignment will take effect as an assignment of that right to re-assignment on redemption and as a fixed charge over that right or asset and will only take effect as an assignment if the relevant security created by the Original Security Assignment ceases to have effect at a time when the Assignment still has effect,
- 3 that the Assignee has agreed that we may exercise all the powers and rights vested in us under the BP Comfort Letter unless and until the Assignee notifies you in writing that an Enforcement Event (as defined in the Assignment) has occurred and is continuing in accordance with the terms of the Assignment and that upon receipt of such notification in writing from the Assignee all rights, powers and discretions will be exercisable by, and notices must be given to, the Assignee or as it directs and you should perform your obligations under the BP Comfort Letter in favour of the Assignee and, following receipt of such notice, you are hereby irrevocably authorised and instructed to pay such moneys as aforesaid (if any) to account number 4212 at Société Générale, London Branch designated "**Lessor Proceeds Account**" or to such other account as the Assignee may from time to time direct,
- 4 that in the event of any conflict between a notice sent to you by us and a notice sent by the Assignee, the notice sent to you by the Assignee shall prevail, and
- 5 we confirm that we will remain liable under the BP Comfort Letter to perform all obligations assumed by us under the BP Comfort Letter

The authority and instructions herein contained cannot be revoked or varied by us without the consent in writing of the Assignee

For and on behalf of
SG Leasing (Gems) Limited (formerly known as RBSSAF (19) Limited)

Acknowledgement and undertaking

To **National Australia Bank Limited**
88 Wood Street
London
EC2V 7QQ
England
(the "Assignee")

and

SG Leasing (Gems) Limited (formerly known as RBSSAF (19) Limited)
SG House
41 Tower Hill
London EC3N 4SG
(the "Lessor")

Hull No. 1778

We hereby acknowledge receipt of a notice (the "**Notice**") set out above and consent to the assignment referred to in the Notice and, in consideration of US\$10 and other good and valuable consideration (the receipt and adequacy of which we hereby acknowledge), we hereby undertake, and confirm to, the Assignee as follows

- (a) to pay (following receipt of a notice from the Assignee requesting us to do so) all amounts due from us under the BP Comfort Letter (as defined in the Notice) in accordance with the terms thereof to the Lessor Proceeds Account (as defined in the Notice) or as the Assignee shall otherwise direct in writing in accordance with the terms of the Assignment (as defined in the Notice),
- (b) that we shall not wrongfully repudiate the BP Comfort Letter,
- (c) that upon receipt of notification from the Assignee in accordance with the terms of the Assignment we shall perform our obligations under the BP Comfort Letter in favour of the Assignee, and
- (d) that we have not received any notice of any other assignment or charge over the Lessor's right, title and interest in and to the BP Comfort Letter

This acknowledgement shall be governed and construed in accordance with English law and we hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of England and Wales

For and on behalf of
BP plc

Dated

Schedule 4
Form of Notice of Assignment to the Put Option Counterparty

To **SG Leasing (Ruby) Limited (formerly known as RBSSAF (22) Limited)**
SG House
41 Tower Hill
London EC3N 4SG

One 155,000m³ Single Screw, Diesel Electric LNG carrier with Hyundai Heavy Industries Co., Ltd. Hull No 1778 (the "Vessel")

We refer to the put option agreement (the "**Put Option Agreement**") dated 31 March 2005 made between us and you, whereby you granted to us a put option entitling us, in certain prescribed circumstances, to put our interest in (inter alia) the Vessel to you upon the terms and conditions contained therein.

NOW WE HEREBY GIVE YOU NOTICE

- 1 that by an assignment (the "**Assignment**") dated September 2016 made between us and National Australia Bank Limited (the "**Assignee**"), we have assigned by way of security to the Assignee all of our rights, title and interest in and to any moneys whatsoever payable to us under the Put Option Agreement and all other rights and benefits whatsoever accruing to us under the Put Option Agreement including (but without prejudice to the generality of the foregoing) all claims for damages in respect of any breach by you of the Put Option Agreement and you are hereby irrevocably authorised and instructed to pay such moneys as aforesaid to account number 4212 at Société Générale, London Branch designated "**Lessor Proceeds Account**" or, following receipt of notice from the Assignee that a Lessor Default Event (as defined in the Assignment) has occurred, to such other account as the Assignee may from time to time direct in accordance with the terms of the Assignment,
- 2 that where a right or asset has been assigned by us (subject to a proviso for re-assignment on redemption) under the Security Assignment dated 31 March 2005 (the "**Original Security Assignment**") and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under the Assignment, the Assignment will take effect as an assignment of that right to re-assignment on redemption and as a fixed charge over that right or asset and will only take effect as an assignment if the relevant security created by the Original Security Assignment ceases to have effect at a time when the Assignment still has effect,
- 3 that the Assignee has agreed that we may exercise all the powers and rights vested in us under the Put Option Agreement unless and until the Assignee notifies you that an Enforcement Event (as defined in the Assignment) has occurred and is continuing in accordance with the terms of the Assignment and that upon receipt of such notification from the Assignee you should perform your obligations under the Put Option Agreement in favour of the Assignee,
- 4 that, notwithstanding the assignment referred to above, we are still entitled to serve a Put Option Notice (as defined in the Put Option Agreement) on you in accordance with the Put Option Agreement regardless of whether an Enforcement Event has occurred at the relevant time but, following the occurrence of such an event, the Assignee may also serve such a notice on our behalf, and
- 5 that in the event of any conflict between a notice sent to you by us and a notice sent by the Assignee, the notice sent to you by the Assignee shall prevail

The authority and instructions herein contained cannot be revoked or varied by us without the consent of the Assignee

For and on behalf of
SG Leasing (Gems) Limited (formerly known as RBSSAF (19) Limited)

Acknowledgement and undertaking

To **National Australia Bank Limited**
88 Wood Street
London
EC2V 7QQ
England
(the "Assignee")

and

SG Leasing (Gems) Limited (formerly known as RBSSAF (19) Limited)
SG House
41 Tower Hill
London EC3N 4SG
(the "Lessor")

Hull No. 1778

We hereby acknowledge receipt of a notice (the "Notice") set out above and consent to the assignment referred to in the Notice and, in consideration of US\$10 and other good and valuable consideration (the receipt and adequacy of which we hereby acknowledge), we hereby undertake, and confirm to, the Assignee as follows

- (a) to pay all amounts due from us under the Put Option Agreement (as defined in the Notice) in full in Dollars (and without any set-off or counterclaim whatsoever and free and clear of any deductions or withholdings unless required by law) to the Lessor Proceeds Account (as defined in the Notice) or (following receipt of a notice from the Assignee requesting us to do so) as the Assignee shall otherwise direct in accordance with the terms of the Assignment (as defined in the Notice),
- (b) that we shall not terminate the Put Option Agreement;
- (c) that upon receipt of notification from the Assignee in accordance with the terms of the Assignment we shall perform our obligations under the Put Option Agreement in favour of the Assignee (but without prejudice to the right of the Lessor to independently serve a Put Option Notice (as defined in the Put Option Agreement)), and
- (d) that we have not received any notice of any other assignment or charge over the Lessor's right, title and interest in and to the Put Option Agreement.

This acknowledgement shall be governed and construed in accordance with English law and we hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of England and Wales

For and on behalf of
SG Leasing (Ruby) Limited (formerly known as RBSSAF (22) Limited)

Dated

Lessor

SIGNED, SEALED and DELIVERED
as a DEED
by
for and on behalf of
SG LEASING (GEMS) LIMITED
in the presence of

)
)
)
)
)
)
)

Director

Witness

Name

G. Whittington

Address

**ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com**

Security Trustee

SIGNED, SEALED and DELIVERED
as a DEED
by
for and on behalf of
NATIONAL AUSTRALIA BANK LIMITED
(ABN 12 004 044 937)
pursuant to a power of attorney
dated
in the presence of

)
)
)
)
)
)
)
)
)

Attorney-in-Fact

Witness

Name

G. Whittington

Address

**ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com**