



Registration of a Charge

Company name: **SG LEASING (GEMS) LIMITED**

Company number: **05038969**



X5111LK9

Received for Electronic Filing: **27/10/2016**

Details of Charge

Date of creation: **06/10/2016**

Charge code: **0503 8969 0037**

Persons entitled: **SOCIETE GENERALE LONDON BRANCH**

Brief description: **THE 155,000 METRE CUBED SINGLE SCREW DIESEL ELECTRIC LNG CARRIER WITH HULL NO. 1779, CURRENTLY KNOWN AS M.V. "BRITISH SAPPHIRE". REGISTERED AS A BRITISH SHIP WITH IMO NUMBER 9333618.**

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: **DYLAN POTTER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5038969

Charge code: 0503 8969 0037

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th October 2016 and created by SG LEASING (GEMS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th October 2016 .

Given at Companies House, Cardiff on 28th October 2016

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

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

Mortgage to Secure Account Current, etc.
(Body Corporate)

the original document
Nien & Overy Co

Official Number 9333618	Name of Ship BRITISH SAPPHIRE	Number, year and port of registry Douglas, 2008	
Length	Metre 277	CM 20	Sailing, steam or motor ship Motor
Breadth ...	44	20	Horse power of engines (if any) 29126 KW
Moulded Depth	19	88	Gross tonnage 102064
			Net tonnage 31576
(for dual tonnages state the higher)			

And as described in more detail in the Register Book

WHEREAS there is an account current between SG LEASING (GEMS) LIMITED (formerly known as RBSSAF (19) Limited) whose principal place of business is at SG House, 41 Tower Hill, London EC3N 4SG (hereinafter called the "Mortgagor") and SOCIÉTÉ GÉNÉRALE, LONDON BRANCH acting through its office at SG House, 41 Tower Hill, London EC3N 4SG (hereinafter, in its capacity as security trustee, called the "Mortgagee") regulated by a multiple advance loan agreement (as the same may be amended, varied or supplemented from time to time) (hereinafter call the "Tranche ABC Loan Agreement") dated 31 March 2005 between, inter alios, the Mortgagor and the Mortgagee and a single advance loan agreement (as the same may be amended, varied or supplemented from time to time) (hereinafter call the "Tranche D Loan Agreement") dated 31 March 2005 between the Mortgagor, the Mortgagee and The Royal Bank of Scotland plc (the above-mentioned loan agreements shall together be known as the "Loan Agreements") and a second ranking deed of covenant dated of even date herewith and made between the Mortgagor and the Mortgagee (which said deed of covenant as the same may from time to time be novated, varied, supplemented and/or amended is hereinafter called the "Deed of Covenant") and WHEREAS pursuant to the Loan Agreements and the Deed of Covenant the Mortgagor has agreed to execute this Mortgage in favour of the Mortgagee for the purpose of securing the Secured Obligations of the Mortgagor as such term is defined in the deed of proceeds and priorities (as the same may be amended, varied or supplemented from time to time) (the "Deed of Proceeds and Priorities") dated 31 March 2005 between, inter alios, the Mortgagor and the Mortgagee and WHEREAS the Secured Obligations are regulated by the Deed of Proceeds and Priorities, and WHEREAS the amount of principal, interest and other sums due at any given time and the manner and time of payment can be ascertained by reference to the Loan Agreements, the Deed of Covenant and the other Transaction Documents (as defined in the Deed of Covenant) (as so amended, varied or supplemented) and/or to the books of account (or other accounting records) of the Mortgagee.

Insert recital

Stating that there is an account current between the Mortgagor, giving

Full name

Principal place of business

And the Mortgagee(s), giving

Full name(s)

Address(es)

Occupation(s) (if individuals)

Add "as joint Mortgagees" if applicable

And describing the nature of the transaction, showing

How the amount of principal and interest due at any given time is to be ascertained.
The manner and time of payment.

Now we	Full name of Mortgagor SG LEASING (GEMS) LIMITED (formerly known as RBSSAF (19) Limited)
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In consideration of the premises for ourselves and our successors covenant with the

Said	Full name of Mortgagee SOCIÉTÉ GÉNÉRALE, LONDON BRANCH
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(hereinafter called the Mortgagee and its assigns, to pay to him or them or to the sums for the time being due on this security, whether by way of principal or interest at the times and manner aforesaid. And for the purpose of better securing to the Mortgagee the payment of such sums as last aforesaid we do hereby mortgage to the Mortgagee 64/64 shares of which we are the owner in the ship above particularly described and in her boats and appurtenances. Lastly we for ourselves and our successors covenant with the Mortgagee and its assigns that we have the power to mortgage in the manner aforesaid the above mentioned shares and that the same are free from encumbrances save as appears by the registry of the said ship

(if any subsisting encumbrances insert "Save as appears by the registry of the said ship").

IN WITNESS whereof this Mortgage has been executed as a deed on behalf of the Mortgagor under a power of attorney dated 30 September 2016 by:

On 4 October 2016 in the presence of Mary-Sophie Taylor as attorney in fact

Signature of Witness:

Status ADVOCATE STEVEN QUILL
(Director/Secretary/etc.)

* delete as necessary

Notes

The prompt registration of a mortgage deed at the ship's port of registry is essential to the security of the mortgage. The mortgage takes its priority from date of production for registry, not from the date of the instrument.
Registered owners or mortgagees must inform the Registrar of British Ships of any change of address.

Company
Seal

MARITIME OFFICE
DOUGLAS D.M.

06 OCT 2016

REGISTRAR OF
BRITISH SHIPS

Port of
Registry

Registrar of British Ships

this day of October 2016 at 1317 hours

Mortgage 13 entered in the Register Book

TRANSFER OF MORTGAGE

*I/We the within mentioned

Full name(s) of mortgagee(s)

In consideration of

£

This day paid to *me/us by

Full name(s)	Address(es)	Occupation(s) (if individuals)

I hereby transfer to *him/her/them/it the benefit of the within written security

To be completed by Individual/Joint Mortgagee(s)
In witness whereof *I/We have hereunto subscribed
my/our name(s) and affixed *my/our seal
on [insert date]

Company
Seal

Signature(s) of mortgagee(s)

Executed by the above named mortgagee(s) in the presence of
(if the ship is registered in Scotland two witnesses are required)

Signature of Witness(es) 1.

2.

Full name(s) 1.

2.

Address(es) 1.

2.

Occupation(s) 1.

2.

To be completed by Body Corporate
In witness whereof we have hereunto affixed our common
seal on [insert date]

Company
Seal

In the presence of

Signature of Witness

Status

(Director/Secretary/etc.)

DISCHARGE OF MORTGAGE

Received the sum of

£

In discharge of this within written security

To be completed by Individual/Joint Mortgagees

Date

Signature(s) of mortgagee(s)

Full Name(s)

Executed by the above in the presence of (if the ship is registered in Scotland two witnesses are required)

Signature of
Witness(es)

1.

2.

Full name(s)

1.

2.

Address(es)

1.

2.

Occupation(s)

1.

2.

To be completed by Body Corporate

In witness whereof we have hereunto affixed our common seal on
{insert date}

In the presence of

Company
Seal

Signature of Witness

Status

(Director/Secretary/etc)

* delete as necessary

Note: If the discharged deed is not presented to the Registrar the mortgage will remain registered against the ship.