



**Registration of a Charge**

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

Company number: **05038969**



X9BLPHGS

Received for Electronic Filing: **17/08/2020**

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**Details of Charge**

Date of creation: **12/08/2020**

Charge code: **0503 8969 0040**

Persons entitled: **BNP PARIBAS**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **KATE ALEXANDER**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5038969

Charge code: 0503 8969 0040

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th August 2020 and created by SG LEASING (GEMS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th August 2020 .

Given at Companies House, Cardiff on 18th August 2020

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

Dated 12 August 2020

**SG LEASING (GEMS) LIMITED**  
(as Assignor)

and

**BNP PARIBAS**  
(as Assignee)

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**LESSOR INSURANCE ASSIGNMENT**  
in respect of m.v. "British Emerald"  
(tbr "KMARIN EMERALD")

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THIS ASSIGNMENT is dated 12 August 2020 and made BETWEEN:

- (1) **SG LEASING (GEMS) LIMITED**, a company incorporated under the laws of England and having its registered office at One Bank Street, Canary Wharf, London, England, E14 4SG, United Kingdom (the "**Assignor**"); and
- (2) **BNP PARIBAS**, a banking institution established under the laws of France acting for the purposes of this Assignment through its office at 16 rue de Hanovre, 75078 Paris, Cedex 02, France in its capacity as security trustee for and on behalf of itself and the Beneficiaries (the "**Assignee**").

**WHEREAS:**

This Assignment is entered into in connection with

- (A) a sub-charterparty by way of demise with respect to the vessel known as "BRITISH EMERALD" (tbr. "KMARIN EMERALD") with IMO number 9333591 (the "**Vessel**") dated on or about 28 February 2020 and made between the Charterer and the Sub-Charterer as charterer (the "**Sub-Bareboat Charter**");
- (B) an Insurance Assignment dated the same date as this Assignment between the Sub-Charterer (as assignor) and the Charterer (as assignee) in relation to the Vessel and its insurances (the "**Insurance Assignment**"); and
- (C) a BP Insurance Assignment dated the same date as this Assignment between the Charterer (as assignor) and the Assignor (as assignee) in relation to the Vessel and its insurances and the Insurance Assignment (the "**BP Insurance Assignment**").

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

## **1 Definitions**

### **1.1 Defined expressions**

Words and expressions defined in the Insurance Assignment (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:

"**Beneficiaries**" has the meaning given to that term in the Security Assignment.

"**Charterer**" means BP Shipping Limited.

"**Collateral Instruments**" means note, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for the Secured Obligations and includes any documents or instruments creating or evidencing an Encumbrance.

"**Encumbrance**" has the meaning given to that term in the Deed of Proceeds and Priorities.

"**Enforcement Event**" has the meaning given to that term in the Security Assignment.

"**Expenses**" has the meaning given to that term in the Security Assignment.

"**Insurances**" means (to the extent not already assigned by the Assignor to the Assignee under a Security Assignment (as defined in the Deed of Proceeds and Priorities) all the Assignor's right, title and interest both present and future and whether contractual, proprietary or of any other kind in and to all policies and contracts of insurance (other than any loss of hire cover) which are from time to time during the Security Period in place or taken out or entered into pursuant to clause 12.1.1 of the Sub-Bareboat Charter so far as any of the foregoing relate to the Vessel and all benefits thereof (including claims of whatsoever nature and return of premiums), whether directly or pursuant to the assignment thereof pursuant to the Insurance Assignment and/or the BP Insurance Assignment;

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

"**Secured Obligations**" has the meaning given to that term in the Security Assignment;

"**Security Assignment**" means the security assignment dated 30 September 2016 between the Assignor (as lessor) and the Assignee (as security trustee);

"**Security Period**" means the period commencing on the date hereof and terminating upon the date on which the Secured Obligations have been unconditionally and irrevocably paid and discharged in full;

"**Sub-Charterer**" means KMARIN Ocean Services Corporation, being the charterer of the Vessel under the Sub-Bareboat Charter;

"**Transaction Documents**" has the meaning given to that term in the Security Assignment; and

"**Tri-partite Agreement**" means the tri-partite agreement dated on or about 28 February 2020 between the Sub-Charterer, the Assignor and the Assignee.

### 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 **Security Document**

The Assignor and the Assignee hereby designate this document as a Security Document for the purposes of the definition of that term in the Deed of Proceeds and Priorities.

## 2 **Assignment**

### 2.1 **Assignment**

By way of security for payment and discharge of the Secured Obligations and to secure the performance and observance of and compliance with the covenants, terms and conditions in this Assignment and the Transaction Documents, the Assignor with full title guarantee hereby assigns and agrees to assign to the Assignee absolutely all its rights, title and interest in and to the Insurances, the Insurance Assignment (as assigned pursuant to the BP Insurance Assignment), the BP Insurance Assignment and all its benefits and interests present and future therein.

## **2.2 Notice of assignment**

- 2.2.1 The Assignor hereby covenants and undertakes with the Assignee promptly after the execution of this Assignment and otherwise, upon the written request of the Assignee from time to time, to give written notice of the assignment contained in the Insurance Assignment to the persons from whom any part of the Insurances is or may be due in accordance with this Clause 2 (*Assignment*) and clause 13.6 of the Deed of Proceeds and Priorities.
- 2.2.2 The Assignor shall enforce its rights under clause 2.2.2 of the BP Insurance Assignment to ensure that the Sub-Charterer provides evidence that the relevant loss payable clause has been endorsed on each policy in accordance with the Insurance Assignment and shall promptly pass on to the Assignee any evidence it receives in relation thereto.
- 2.2.3 A notice given in accordance with clause 2.2.1 above in respect of the Insurances shall be in the form set out in schedule 1 (*Notice of Assignment: Insurance*) of the Insurance Assignment with a loss payable clause to be endorsed on each policy in the form set out in schedule 2 (*Loss Payable Clause*) of the Insurance Assignment or a notice or loss payable clause in such other form as the Assignor and the Assignee shall reasonably require.

## **2.3 Reassignment**

Upon payment and discharge in full to the satisfaction of the Assignee of the Secured Obligations, the Assignee shall promptly re-assign the Insurances, the Insurance Assignment and the BP Insurance Assignment to the Assignor or as it may direct and give notice of such reassignment to the insurers.

# **3 Covenant to pay and discharge obligations**

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

# **4 Continuing security and other matters**

## **4.1 Continuing security**

The security created by this Assignment shall be held by the Assignee 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 Assignor or any other person who may be liable to the Assignee in respect of the Secured Obligations or any part thereof and the Assignee).

## **4.2 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 Assignee without prior recourse to, the security created by any other of the Transaction Documents or by any present or future Collateral Instruments, right or remedy held by or available to the Assignee or any right or remedy of the Assignee thereunder, and shall not be in any way prejudiced or affected thereby or by the invalidity or unenforceability thereof, or by the Assignee releasing, modifying or refraining from perfecting or enforcing any of the same, or granting time for indulgence or compounding with any person liable.

## **4.3 Rights additional**

All the rights, remedies and powers vested in the Assignee hereunder shall be in addition to and not a limitation of any and every other right, power or remedy vested in the Assignee under this Assignment, the other Transaction Documents or any Collateral Instrument or at law and all the

powers so vested in the Assignee may be exercised from time to time and as often as the Assignee may deem expedient.

#### **4.4 No enquiry**

Neither the Assignee 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 Document 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 Assignee or to which the Assignee may at any time be entitled under any Transaction Document.

#### **4.5 No Liability**

The Assignor shall remain liable to perform all the obligations assumed by it in relation to the Insurances, the Insurance Assignment and the BP Insurance Assignment and the Assignee 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 Assignor to perform its obligations in respect thereof. Until an Enforcement Event has occurred, the Assignor may exercise all the powers and rights vested in it in relation to the Insurances, the Insurance Assignment and the BP Insurance Assignment subject to any limitations contained in the Transaction Documents.

### **5 Covenant**

#### **5.1 Negative Pledge**

The Assignor hereby covenants with the Assignee and undertakes that throughout the Security Period it will not without the prior written consent of the Assignee (and then only subject to such conditions as the Assignee may impose) create or purport or agree to create or permit to arise or subsist otherwise than in favour of the Assignee any Encumbrance (other than Permitted Liens (as defined in the Deed of Proceeds and Priorities) over or in respect of any part of the Insurances otherwise than to or in favour of the Assignee.

#### **5.2 Insurance Waiver**

Without prejudice to the generality of clause 12 (*Insurance undertakings*) of the Sub-Bareboat Charter or the Tri-Partite Agreement, the Assignor shall, at the request of the Assignee, enforce its rights under clause 5.2 of the BP Insurance Assignment to require that the Sub-Charterer procures that, in relation to any of the Insurances, any named insured (other than the Sub-Charterer, the Charterer, the Assignor or the Assignee) shall deliver to the Assignee an insurance waiver in the form set out in schedule 3 (*Insurance waiver*) of the Insurance Assignment signed by the relevant person.

### **6 Powers of Assignee**

#### **6.1 Protective action**

The Assignee shall, without prejudice to its other rights, powers and remedies hereunder or under any of the 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 be payable by the Assignor 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 Assignee by virtue of the assignment herein contained, upon the happening of an Enforcement Event or at any time thereafter, the Assignee shall become forthwith entitled, as and when it sees fit, to declare the Secured Obligations to be due and payable immediately or in accordance with such notice, whereupon the Secured Obligations shall become so due and



payable and the Assignee shall become forthwith entitled, as and when it may see fit, to put into force and exercise in relation to the Insurances or any part thereof all or any of the rights, powers and remedies possessed by it as assignee of the Insurances (whether at law, by virtue of this Assignment or otherwise) and in particular (without limiting the generality of the foregoing):

- 6.2.1 to require that all policies, contracts, certificates of entry and other records relating to the Insurances (including details of and correspondence concerning outstanding claims) be delivered forthwith to such adjusters and/or brokers and/or other insurers as the Assignee may nominate;
- 6.2.2 to collect, recover, compromise and give a good discharge for, all claims then outstanding or thereafter arising under the Insurances or any of them and to take over or institute (if necessary using the name of the Assignor) all such proceedings in connection therewith as the Assignee in its absolute discretion thinks fit, and to permit the brokers through whom collection or recovery is effected to charge the usual brokerage therefor;
- 6.2.3 to recover from the Assignor on demand all Expenses incurred or paid by the Assignee 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, the Assignee shall be entitled (but not bound) by writing executed as a deed or under the hand of any director or officer of the Assignee to appoint any person or persons to be a receiver and/or manager of the Insurances 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 Assignor and the Assignor 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 Assignor (notwithstanding any liquidation of the Assignor) to do or omit to do anything which the Assignor could do or omit to do in relation to the Insurances 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 Assignee by 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 Assignee nor any Receiver shall be liable as mortgagee in possession in respect of all or any of the Insurances 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 **Statutory powers**

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925, as amended by this Assignment, shall arise on execution of this Assignment but shall not be exercisable until any time after an Enforcement Event has occurred.

## **7 Application of moneys**

All moneys received by the Assignee in respect of any recovery under the Insurances, the Insurance Assignment or the BP Insurance Assignment 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**

The Assignor shall pay to the Assignee 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 Assignee 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.

### **8.2 Indemnity**

The Assignor hereby agrees and undertakes to indemnify the Assignee 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 Assignee or any such Receiver, or incurred by any manager, agent, officer or employee for whose liability, act or omission the Assignee or any Receiver may be answerable, in respect of, in relation to, or in connection with, anything done or omitted in the exercise or purported exercise of the powers contained in this Assignment or otherwise in connection herewith, or with any part of the Insurances.

## **9 Attorney**

### **9.1 Power of attorney**

By way of security, the Assignor hereby irrevocably and severally appoints each of the Assignee and any Receiver to be its attorney generally for and in the name and on behalf of the Assignor, and as the act and deed or otherwise of the Assignor 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 Insurances, 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 Assignee or any Receiver may deem to be necessary or advisable and otherwise to do any and all things which the Assignor itself could do in relation to the Insurances) 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 Assignor ratifies and confirms, and agrees to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Assignee or any Receiver may execute or do pursuant thereto, provided always that such power shall not be exercisable by or on behalf of the Assignee or any Receiver until the happening of an Enforcement Event.

### **9.2 Dealings with attorneys**

The exercise of such power by or on behalf of the Assignee or any Receiver shall not put any person dealing with the Assignee or the Receiver upon any enquiry as to whether an Enforcement 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 Assignee or any Receiver of such power shall be conclusive evidence of the Assignee's or such Receiver's right to exercise the same.

### 9.3 Filings

The Assignor hereby irrevocably and severally appoints each of the Assignee 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 Assignee 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 Assignor pursuant to clause 10, provided always that such power shall not be exercisable by or on behalf of the Assignee or any Receiver until the happening of an Enforcement Event.

## 10 Further assurance

The Assignor hereby further undertakes at its own expense 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 Assignee may be necessary or desirable for the purpose of more effectually assigning the Insurances 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 and any non-contractual obligations arising out of or in connection with it is governed by, and shall be construed in accordance with, English law.

### 12.2 Submission to jurisdiction

For the benefit of the Assignee, 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 Assignee 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 Assignee of any right, power or remedy nor the discontinuance, abandonment or adverse determination of any proceedings taken by the Assignee 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 right, power or remedy, nor shall the giving by the Assignee of any consent to any act which by the terms of this Assignment requires such consent prejudice the right of the Assignee 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 Assignee 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 Assignee in its absolute discretion may think fit.

**12.5 Assignee as assignee**

The Assignee 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 Insurances (whether at law, under this Assignment or otherwise).

**12.6 Benefit of this Assignment**

This Assignment shall be binding upon the Assignor and its successors in title, and shall enure to the benefit of the Assignee and its successors in title, permitted assignees and transferees.

**12.7 Severability of provisions**

Each of the provisions in this Assignment are severable and distinct from the others, and if at any time one or more 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.

**12.8 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.

**12.9 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.

**12.10 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 Assignee pursuant hereto.

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

EXECUTION PAGE – INSURANCE ASSIGNMENT

Assignor

EXECUTED as a DEED

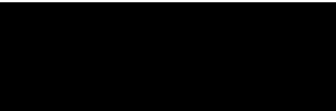
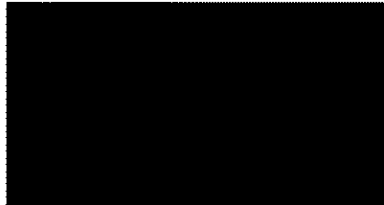
by NEILL PROUDFOOT

for and on behalf of

SG LEASING (GEMS) LIMITED

in the presence of:

)  
)  
)  
)  
)



John Man

Witness



Name:

Address:

Assignee

EXECUTED as a DEED

by

for and on behalf of

BNP PARIBAS

in the presence of:

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.....

.....  
Witness

Name:

Address:

EXECUTION PAGE – INSURANCE ASSIGNMENT

Assignor

EXECUTED as a DEED  
by  
for and on behalf of  
**SG LEASING (GEMS) LIMITED**  
in the presence of:

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Witness

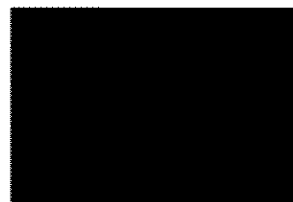
Name:

Address:

Assignee

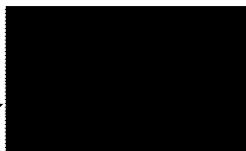
EXECUTED as a DEED  
by  
for and on behalf of  
**BNP PARIBAS**  
in the presence of:

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*Jean-Marc POUCHET*  
*Authorized Signatory*

.....  
Witness



Name: *BOULAHBEL Nassim*

Address:



*Stéphane KHECHEN*  
*Authorized Signatory*

**BNP PARIBAS SA**  
**CIB AGENCY EMEA**  
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