



**Registration of a Charge**

Company name: **SUFFOLK SHORES LIMITED**

Company number: **13020508**

Received for Electronic Filing: **29/12/2020**



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**Details of Charge**

Date of creation: **18/12/2020**

Charge code: **1302 0508 0001**

Persons entitled: **KONGSBERG MARITIME HOLDING LIMITED**

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: **HARRISON CLARK RICKERBYS LIMITED**



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

Company number: 13020508

Charge code: 1302 0508 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2020 and created by SUFFOLK SHORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th December 2020 .

Given at Companies House, Cardiff on 31st December 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** 18 December 2020

**SUFFOLK SHORES LIMITED**

**and**

**KONGSBERG MARITIME HOLDING LIMITED**

**SHARE CHARGE**

in respect of shares in Kongsberg Geoacoustics Limited

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THIS DEED is made on  
by

18 December 2020

- (1) **SUFFOLK SHORES LIMITED**, a company incorporated in England and Wales with company registration number 13020508 whose registered address is at Fitzroy House, Crown Street, Ipswich, Suffolk, England, IP1 3LG (the "**Chargor**");

in favour of

- (2) **KONGSBERG MARITIME HOLDING LIMITED**, a company incorporated in England and Wales with company number 01372595 whose registered address is at 310 Bristol Business Park 1<sup>st</sup> Floor, Bristol, South Gloucestershire, England BS16 1EJ (the "**Lender**").

IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Deed, terms defined in the Loan Note Instrument and/or the SPA shall have the same meaning when used in this Deed and in addition:

"**Act**" means the Law of Property Act 1925.

"**Buyer Debenture**" means a debenture dated on or about the date of this Deed and made between (1) the Chargor and (2) the Lender.

"**Charged Property**" means:

- (a) all the Shares; and
- (b) the Related Rights; and

in each case, shall extend to:

- (i) all beneficial interests of the Chargor in the Shares and the Related Rights; and
- (ii) any proceeds of sale or other realization of all or any part of such Shares or Related Rights.

"**Company**" means Kongsberg Geoacoustics Ltd (company registration number 02571389) whose registered office is at Shuttleworth Close, Garton Hall Industrial Estate, Great Yarmouth, Norfolk, NR31 0NQ.

"**CREST**" means relevant system (within the meaning of the Uncertified Securities Regulations 2001) developed and operated by Euroclear UK & Ireland Limited (or any similar system whether or not it replaces it) for the purpose of enabling companies and other persons to permit the holding of units of securities issued by them in uncertificated form, to transfer title to such units of securities as are held in uncertificated form, to pay dividends in respect of such securities and to make rights issues and take other corporate actions by participating issuers.

**"Default Rate"** means the rate of two per cent. (2%) per annum above the rate of interest payable under the SPA.

**"EU Regulation"** means the Council of the European Union Regulation No. 1346/2000 on insolvency proceedings.

**"Financial Collateral"** shall have the same meaning as in the Financial Collateral Regulations.

**"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003/3226).

**"Loan Note Instrument"** means the English law instrument pursuant to which the deferred payment of the purchase price under the SPA made available by the seller to the purchaser, is or is to be constituted.

**"Original Shares"** means all the shares in the issued share capital of the Company owned by the Chargor at the date of this Deed.

**"Receiver"** means a receiver appointed pursuant to the provisions of this Deed or any applicable law.

**"Related Rights"** means all the rights and interests of the Chargor in the Shares and all allotments, offers, dividends and other distributions, interest, rights, benefits and advantages arising at any time in relation to the Shares (including all shares (and the dividends and other distributions or interest thereon), rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, consolidation, sub-division or otherwise in respect of such shares).

**"Secured Obligations"** means all present and future obligations and liabilities of the Chargor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether or not the Lender was an original party to the relevant transaction and in whatever name or style, including, but not limited to, the obligations of the Chargor to the Seller under the SPA and the Vendor Loan Note Instrument, together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its respective rights under the Transaction Security Documents. or any other document evidencing or securing any such liabilities and shall include interest on the above from the date of demand until the date of payment in full (as well after as before any judgment) calculated on a daily basis at the Default Rate.

**"Security"** means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Security Financial Collateral Arrangement"** shall have the same meaning as in the Financial Collateral Regulations.

**"Shares"** means the Original Shares and all other shares in the Company owned by the Chargor while any of the Secured Obligations are outstanding.

"SPA" means the share sale and purchase agreement dated on or about the date of this Deed made between (1) Kongsberg Maritime Holding Limited (the "Seller") and (2) the Chargor relating to the sale by the Seller of its entire shareholding in Kongsberg Geoacoustics Limited.

"Vendor Loan Note Instrument" means the loan note instrument constituting the Vendor Loan Notes.

"Vendor Loan Notes" has the meaning given to such term in the SPA.

## **1.2 Interpretation**

In this Deed:

- (a) clause and schedule headings are for convenience of reference only and shall not affect the construction of this Deed;
- (b) references to Clauses and Schedules are references to the Clauses of and Schedules to this Deed;
- (c) references to this Deed or any other agreement or instrument shall be construed as references to that agreement or instrument as amended, novated, supplemented, extended or restated;
- (d) references to a person shall be construed to include that person's assigns, transferees or successors in title and shall be construed as including any individual, firm, trust, partnership, joint venture, company, corporation, unincorporated body of persons or any state or agency thereof, whether or not having separate legal personality;
- (e) references to a provision of law are references to that provision as amended or re-enacted;
- (f) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (g) the words "including" shall not be construed as limiting the generality of the words preceding it.

## **1.3 Third Party Rights**

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any term of this Deed.

## **2. COVENANT TO PAY**

The Chargor covenants that it will, on demand, pay and discharge the Secured Obligations to the Lender when they become due.

## **3. GRANT OF SECURITY**

### **3.1 Charge**

The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations charges the Charged Property by way of first fixed charge in favour of the Lender.

### **3.2 Financial Collateral Regulations**

To the extent that the Charged Property constitutes Financial Collateral, the Chargor agrees that such Charged Property shall be held or designated so as to be under the control of the Lender (or by a person acting on its behalf) for the purposes of the Financial Collateral Regulations. To the extent that the Charged Property constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Deed, the Lender shall have the right at any time after this Deed becomes enforceable, to appropriate all or any part of that Charged Property in or towards the payment or discharge of the Secured Obligations. The value of any Charged Property appropriated in accordance with this Clause shall be (a) in the case of cash, the amount standing to the credit of any account, together with accrued but unposted interest, at the time the right of appropriation is exercised, and (b) in the case of the Shares, the market price of that Charged Property at the time the right of appropriation is exercised, as listed on any recognised market index, or as determined by such other method as the Lender may select (acting reasonably). The Chargor agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.

## **4. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

### **4.1 Negative Pledge**

The Chargor shall not create or permit to subsist any Security over any of the Charged Property.

### **4.2 Disposal Restrictions**

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property.

## **5. PERFECTION OF SECURITY**

### **5.1 Deposit of Title Documents**

As soon as reasonably practicable following the execution of this Deed (or, if later, the date of acquisition of any additional Shares), the Chargor shall deposit with the Lender and the Lender shall be permitted to retain:

- (a) all stock and share certificates and documents of or evidencing title or the right to title relating to the Shares;
- (b) duly executed stock transfer forms or other instruments of transfer in respect of the Charged Property with the name of the transferee, date and consideration left blank; and
- (c) such other documents as the Lender or its nominee may from time to time reasonably require for perfecting its title to the Charged Property (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser, to the intent that the Lender or its nominee may at any time without notice to the Chargor present them for registration.

## **5.2 Lender obligations**

The Lender shall provide written confirmation to the Chargor of its receipt of all title documents relating to the Shares and undertakes to keep all such documents in the same condition as when received. The Lender further undertakes to keep such documents safely stored until such time as the Secured Obligations are repaid in full and the Security constituted by this Deed is discharged and the title documents are returned to the Chargor.

## **6. FURTHER ASSURANCE**

The Chargor shall, at its own expense, promptly take whatever action the Lender, acting reasonably, may require for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed; and
- (b) facilitating the realisation of any of the Charged Property or the exercise of any right, power or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Property,

including the execution of any security or other document (in such form as the Lender may reasonably require), the giving of any notice and the making of any registration which the Lender may think expedient.

## **7. REPRESENTATIONS**

The Chargor represents and warrants to the Lender, on the date of this Deed and on each day that the Secured Obligations remain outstanding by reference to the facts and circumstances then existing that:

- (a) the Original Shares and any shares deposited or substituted after the date of this Deed are fully paid;
- (b) the Original Shares are legally and beneficially owned by the Chargor and any shares deposited or substituted after the date of this Deed will be beneficially owned by the Chargor upon deposit or substitution, in each case free of any Security other than Security created by this Deed;
- (c) this Deed creates the Security which it purports to create and is not liable to be avoided or otherwise set aside on the insolvency of the Chargor or otherwise;
- (d) no litigation, arbitration or administrative proceedings are currently taking place or are threatened in relation to any of the Charged Property;
- (e) for the purposes of the EU Regulation, the Chargor's centre of main interests (as that expression is used in Article 3(1) of the EU Regulation, is situated in England and Wales and the Chargor has no other "establishment" (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction.

## **8. UNDERTAKINGS**

The Chargor covenants and agrees with the Lender that it will, during the continuance of the security constituted by this Deed:

**8.1 Calls**

duly and promptly pay all calls, instalments or other payments which from time to time become due in respect of any of the Charged Property;

**8.2 Amendment of articles of association**

procure that the Company's articles of association are amended to the satisfaction of the Lender so as to dis-apply any pre-emption rights and any right of the Company's directors to refuse to register any transfer of the Company's shares, together with such other changes to its articles of association as the Lender may require to protect its interest in the Charged Property and/or to facilitate transfers of shares. The Chargor shall also procure that all necessary resolutions are passed and other actions are taken (including all filings) to give effect to such amendments;

**8.3 Registration of transfers**

procure that the Company will (forthwith on presentation by the Lender or its nominee or any transferee of the Shares of the share certificates and executed stock transfer forms) duly register any transfer of the Shares;

**8.4 Uncertificated securities**

- (a) if any of the Shares are in uncertificated or dematerialised form, forthwith upon being requested to do so by the Lender give or procure the giving of all necessary instructions, in accordance with and subject to the facilities and requirements of the relevant system, to effect a transfer of title of such Shares into the name of the Lender or its nominee, and to cause the Operator to issue an Operator-instruction requiring the participating issuer in respect of such Shares to register the transfer of title;
- (b) following the giving of such instruction, to procure the registrar of such issuer to amend the issuer's shareholders' register by entering the Lender or its nominee as shareholder in place of the Chargor;
- (c) in this sub-clause, "instruction", "Operator", "Operator-instruction", "relevant system" and "participating issuer" shall have the meaning given to those terms in the Uncertificated Securities Regulations 2001;
- (d) (if the Chargor is a CREST member or CREST sponsored member) observe and comply with any agreements or regulations relating to CREST from time to time;
- (e) without prejudice to the above, permit the Lender, at the expense of the Chargor, to take whatever action it deems necessary for the de-materialisation or re-materialisation of any Share;

**8.5 Information**

deliver to the Lender or its nominee copies of all information, communications, circulars, reports, accounts and other documents the Chargor receives in connection with the Charged Property and all information which the Lender may reasonably request in relation to the Charged Property;

**8.6 Undertakings relating to the Company**

procure that the Company will not, without the prior written consent of the Lender:

- (a) cancel, increase, create or issue or agree to issue or put under option any of its share or loan capital or obligation now or in the future convertible into or exchangeable for

share or loan capital of any class of the Company, or call any uncalled capital of the Company;

- (b) make any alteration to grant any rights in relation to its share capital or reserves, or otherwise reorganise, redeem, purchase or reduce them or enter into any composition or arrangement with its creditors or any class of them;

**8.7 Centre of Main Interests**

not, without the prior written consent of the Lender, move its centre of main interest (as that expression is used in Article 3(1) of the EU Regulation) outside England and Wales, nor have any establishment (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction;

**8.8 Transfer to Lender's nominee**

If so requested by the Lender acting reasonably, transfer all or any of the Charged Property to such nominees or agents wherever situate as the Lender may select, and that the Lender may hold all or any such Charged Property with any correspondents or other agents whether in the United Kingdom or overseas and that all the Charged Property shall be held at the expense, risk and responsibility of the Chargor.

**9. DIVIDENDS AND VOTING RIGHTS**

**9.1 Until the security constituted by this Deed becomes enforceable, the Chargor shall be entitled to:**

- (a) receive and retain all dividends, distributions and other moneys paid on or derived from the Charged Property; and
- (b) exercise all voting and other rights and powers attaching to the Charged Property provided that such rights and powers are not exercised in a manner which is prejudicial to the interests of the Lender under this Deed.

**9.2 After the security constituted by this Deed becomes enforceable:**

- (a) the Chargor shall procure that all dividends, distributions and other moneys paid on or derived from the Charged Property are paid immediately to (or to the order of) the Lender (and pending such payment shall hold such amounts on trust for the Lender); and
- (b) the Lender and its nominees shall be entitled, in the name of the Chargor and without any further consent or authority from the Chargor, to exercise all voting and other rights and powers attaching to the Charged Property.

**10. ENFORCEMENT OF SECURITY**

**10.1 Enforcement**

On and following the occurrence of an Event of Default which is continuing, the security created under this Deed shall immediately become enforceable and the Lender may, without notice to the Chargor and whether or not it has appointed a Receiver exercise all or any of the powers or rights which may be exercisable by the registered holder of the Charged Property, all or any of the powers, authorities and discretions conferred on mortgagees by the Act (as varied or extended by this Deed) and all or any of the powers conferred by this Deed.

**10.2 No Liability as Mortgagee in Possession**

Neither the Lender nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable.

**11. POWERS OF THE LENDER**

**11.1 Extension of Powers**

The power of sale conferred on the Lender and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Act and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed. Sections 93 and 103 of Act shall not apply to this Deed.

**11.2 Discretion**

Any liberty or power which may be exercised or any determination which may be made hereunder by the Lender or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

**11.3 Delegation**

Each of the Lender and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Lender or the Receiver itself or any subsequent delegation or revocation thereof.

**11.4 Investigations**

If any Event of Default occurs then (while it is continuing), the Lender may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of the Chargor which it considers necessary to ascertain the financial position of the Chargor. All fees and expenses incurred by the Lender in connection with such investigations shall be payable by the Chargor and the Chargor consents to the provision by the Lender of all information in relation to the Chargor which the Lender provides to any person in relation to the preparation of any such report.

**11.5 Power to Remedy**

If at any time the Chargor does not comply with any of its obligations under this Deed, the Lender may (but shall not be obliged to) rectify such default and the Chargor irrevocably authorises the Lender, its employees and agents, at the Chargor's expense, to do all such things as are necessary or desirable to rectify such default.

**12. APPOINTMENT OF RECEIVER**

**12.1 Appointment and Removal**

At any time after the security created under this Deed becomes enforceable, or if requested to do so by the Chargor, the Lender may (by deed or otherwise and acting through its authorised officer):

- (a) appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property;
- (b) remove (so far as it is lawfully able) any Receiver(s) so appointed; and
- (c) appoint another person(s) as an additional or replacement Receiver(s).

## **12.2 Capacity of Receivers**

Each Receiver shall be:

- (a) an agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration; and
- (b) entitled to remuneration for his services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified in Section 109(6) of the Act).

## **13. POWERS OF RECEIVER**

### **13.1 General Powers**

Every Receiver shall have all the powers:

- (a) conferred by the Act on mortgagees in possession and receivers appointed under that Act;
- (b) set out in Schedule 1 to the Insolvency Act 1986; and
- (c) conferred from time to time on receivers by statute.

### **13.2 Additional Powers**

In addition to the powers referred to in Clause 13.1 (*General Powers*) a Receiver shall have the power, at the cost of the Chargor and either in his own name or in the name of the Chargor or (with the written approval of the Lender) in the name of the Lender:

- (a) to take possession of, collect and get in all or any part of the Charged Property in respect of which the Receiver was appointed;
- (b) (in the case of Shares held in uncertificated or dematerialised form) to transfer the Charged Property into an escrow account;
- (c) to sell, concur in selling all or any part of the Charged Property in any manner and on such terms as he thinks fit. The consideration for any such transaction may consist of cash or of shares or securities of another company (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments. Any consideration received shall immediately become subject to a first fixed charge in favour of the Lender;
- (d) to take such proceedings and to make any arrangement or compromise which the Lender or the Receiver may think fit;
- (e) to appoint managers, officers and agents at such salaries and for such periods as the Receiver may determine;
- (f) to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property; and/or

- (g) to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property.

#### **14. APPLICATION OF MONEYS**

##### **14.1 Order of application of proceeds**

All moneys received or recovered by the Lender or any Receiver pursuant to this Deed shall (subject to the rights and claims of any person having security ranking in priority to the security constituted by this Deed) be applied in the following order:

- (a) first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Lender or any Receiver and the payment of the remuneration of any Receiver;
- (b) second, in or towards payment of any debts or claims which are required by law to be paid in preference to the Secured Obligations, but only to the extent to which such debts or claims have such preference;
- (c) third, (if the Lender or Receiver thinks fit but not otherwise) in or towards payment of all matters referred to in the first three paragraphs of Section 109(8) of Act (other than the remuneration of the Receiver);
- (d) fourth, in or towards satisfaction of the Secured Obligations; and
- (e) fifth, any surplus shall be paid to the Chargor or any other person entitled thereto.

##### **14.2 Appropriation**

Only money actually paid by the Receiver to the Lender, or received or recovered by the Lender under this Deed, shall be capable of being applied in or towards the satisfaction of the Secured Obligations and the Chargor shall have no rights in respect of the application by the Lender of any sums received, recovered or realised by the Lender under this Deed.

##### **14.3 Suspense Account**

Until all Secured Obligations have been irrevocably and unconditionally paid and discharged in full, the Lender and any Receiver may place and keep for such time as it thinks prudent any moneys received, recovered or realised under or by virtue of this Deed in a separate or suspense account to the credit of either the Chargor or of the Lender without any obligation to apply all or any part of such moneys in or towards the discharge of the Secured Obligations. Amounts standing to the credit of such suspense account shall bear interest at a fair market rate.

##### **14.4 Avoidance of Payments**

If the Lender reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

#### **15. PROTECTION OF PURCHASERS**

##### **15.1 Receipts**

The receipt of the Lender or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property.

**15.2 Protection of Purchasers**

No purchaser or other person dealing with the Lender or its delegate or any Receiver shall be bound to inquire whether the right of the Lender or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any notice to the contrary, or be concerned to see whether any such delegation by the Lender shall have lapsed for any reason or have been revoked.

**16. POWER OF ATTORNEY**

**16.1 Appointment**

The Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, irrevocably appoints the Lender, each person to whom the Lender shall from time to time have delegated the exercise of the power of attorney conferred by this Clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be necessary for:

- (a) carrying out any obligation imposed on the Chargor by this Deed that the Chargor has failed to perform (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property); and
- (b) enabling the Lender and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law,

provided that the power of attorney constituted by this clause 16 shall be exercisable only on and following on the occurrence of an Event of Default which is continuing.

**16.2 Ratification**

The Chargor ratifies and confirms to agree to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

**17. CONTINUING SECURITY AND OTHER MATTERS**

**17.1 Continuing security**

The security created by or pursuant to this Deed will be a continuing security for the Secured Obligations notwithstanding the insolvency or incapacity of the Chargor, any intermediate payment or settlement of all or any part of the Secured Obligations or other matter or thing whatsoever and will be without prejudice and in addition to and shall not merge with any other right, remedy or security which the Lender may hold at any time for the Secured Obligations and will not be affected by any release, reassignment or discharge of such other right, remedy or security.

**17.2 Discharge conditional**

Any release, discharge or settlement between the Chargor and the Lender shall be conditional upon no security, disposition or payment to the Lender by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy or insolvency or for any other reason whatsoever, and if such condition shall not be fulfilled the Lender shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

**18. CURRENCY**

For the purpose of or pending the discharge of the Secured Obligations, the Lender may, in its sole discretion, convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this Clause) from their existing currency into any other currency at such rate or rates of exchange and at such time as the Lender thinks fit.

**19. NEW ACCOUNTS**

If the Lender at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property it may open a new account or accounts with the Chargor. If the Lender does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it received or was deemed to have received such notice and as from such time all payments made to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations.

**20. EXPENSES AND INDEMNITY**

**20.1 Expenses**

The Chargor shall, from time to time on demand of the Lender, pay or reimburse the Lender on a full indemnity basis for all costs and expenses (including legal fees) together with any VAT or similar taxes thereon incurred by it in connection with the preparation, execution, perfection, amendment, enforcement, discharge and/or assignment of this Deed. Such costs and expenses (reasonably and properly incurred in relation to the preparation, execution, perfection and amendment of this Deed) shall form part of the Secured Obligations and shall carry interest from the date of such demand until so paid or reimbursed at the Default Rate.

**20.2 Indemnity**

The Chargor shall, notwithstanding any release or discharge of all or any part of the security constituted by this Deed, indemnify the Lender, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain:

- (a) in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law); and/or
- (b) in connection with or otherwise relating to this Deed or the Charged Property.

**21. MISCELLANEOUS**

**21.1 No Deduction**

All payments to be made to the Lender under this Deed shall be made in freely available funds and shall be made clear of and without deduction for or on account of tax. If the Chargor is required by law to make a tax deduction, the sum payable by the Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction, the recipient of such sum receives and retains a net sum equal to the sum which it would have received and retained had no such deduction been made or required to be made.

**21.2 Assignment and disclosure of information**

The Lender may assign and transfer all or any of its rights and obligations under this Deed. The Lender shall be entitled to disclose such information concerning the Chargor and this Deed as the Lender considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

**21.3 Perpetuity Period**

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of eighty years from the date of this Deed.

**21.4 Remedies and Waivers**

No failure on the part of the Lender to exercise, or any delay on its part in exercising, any of the rights, powers and remedies provided by or pursuant to this Deed or by law shall operate as a waiver of such rights, powers and remedies, nor shall any single or partial exercise of any such rights, powers and remedies preclude any further or other exercise of that or any other such rights, powers and remedies.

**21.5 No Liability**

None of the Lender, its delegate(s) nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part. The Lender, its delegate(s) nominee(s) or any Receiver shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with the Charged Property.

**21.6 Partial Invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

**21.7 Certificates**

A certificate of the Lender specifying any amount due from the Chargor shall, in the absence of manifest error, be prima facie evidence of such amount.

**21.8 Reorganisation**

This Deed shall remain binding on the Chargor despite any change in the constitution of the Lender, its absorption or amalgamation with or acquisition by any person, or any reconstruction of any kind. The security granted by this Deed shall remain valid and effective in all respects in favour of any assignee, transferee or successor in title of the Lender.

**21.9 Severance**

(a) If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make

it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.

- (b) This Deed is intended to take effect as a deed, notwithstanding that the Lender may have executed it under hand only.

## **22. NOTICES**

### **22.1 Language**

All notices under or in connection with this Deed shall be given in writing in English and may be made by letter.

### **22.2 Notice details**

The address (and the department or officer, if any, for whose attention the communication is to be made) of each party is:

- (a) in the case of the Chargor:

Address: Fitzroy House, Crown Street, Ipswich, Suffolk, England, IP1  
3LG  
Attention: Richard Dowdeswell

- (b) in the case of the Lender:

Address: Kirkegårdsveien 45, NO-3616 Kongsberg, Norway  
Attention: Per Håvard Hjukse

or any substitute address or department or officer as the parties may notify to each other by not less than five Business Days' notice.

### **22.3 Effective delivery**

- (a) Any notice to the Chargor will be effective:

- (i) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post, postage prepaid, in an envelope correctly addressed to the addressee.

- (b) Any notice to the Lender will be effective only when actually received by the Lender.

## **23. COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

## **24. GOVERNING LAW**

This Deed is governed by and shall be construed in accordance with English law.

**25. JURISDICTION**

**25.1 English Courts**

The courts of England have exclusive jurisdiction to settle any disputes (a "**Dispute**") arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity).

**25.2 Convenient Forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

**25.3 Exclusive Jurisdiction**

This Clause 25 is for the benefit of the Lender only. As a result and notwithstanding Clause 25.1 (*English Courts*), it does not prevent the Lender from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Lender may take concurrent proceedings in any number of jurisdictions.

**THIS DEED** has been **EXECUTED AS A DEED** by the Chargor and the Lender and is delivered by them on the date first specified above.

Executed as a deed by  
**SUFFOLK SHORES LIMITED**  
acting by a director

)   
) .....  
) Director

in the presence of:



Witness Signature

MARTIN LEE MURRELL ..... Name

 Address

FINANCE MANAGER ..... Occupation

Executed as a deed by  
**KONGSBERG MARITIME HOLDING LIMITED**  
acting by a director

) .....  
) .....  
) Director

in the presence of:

.....  
Witness Signature

..... Name

..... Address

.....

.....

..... Occupation