



Registration of a Charge

Company name: **CALMAC FERRIES LIMITED**

Company number: **SC302282**



X3G7R5Y1

Received for Electronic Filing: **11/09/2014**

Details of Charge

Date of creation: **29/08/2014**

Charge code: **SC30 2282 0003**

Persons entitled: **CALEDONIAN MARITIME ASSETS LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **STEPHENSON HARWOODS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 302282

Charge code: SC30 2282 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th August 2014 and created by CALMAC FERRIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th September 2014 .

Given at Companies House, Edinburgh on 11th September 2014

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 29 AUGUST 2014

EXECUTION VERSION

between

(1) **CALMAC FERRIES LIMITED**
(as Operator)

(2) **CALEDONIAN MARITIME ASSETS LIMITED**
(as Lessee)

(3) **MARITIME LEASING (NO. 19) LIMITED**
(as Lessor)

and

(4) **LLOYDS BANK PLC**
(as Security Trustee)

DEED OF ASSIGNMENT OF INSURANCES AND REQUISITION COMPENSATION
in relation to m.v. "LOCH SEAFORTH"

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STEPHENSON HARWOOD

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THIS DEED OF ASSIGNMENT is made on **29 AUGUST** 2014 between:

- (1) **CALMAC FERRIES LIMITED**, a company incorporated in Scotland (with registered number SC302282) and having its registered office at The Ferry Terminal, Gourock PA19 1QP (the "Operator");
- (2) **CALEDONIAN MARITIME ASSETS LIMITED**, a company incorporated in Scotland (with registered number SC001854) and having its registered office at Municipal Buildings, Fore Street, Port Glasgow, Renfrewshire PA14 5EQ (the "Lessee");
- (3) **MARITIME LEASING (NO. 19) LIMITED**, a company incorporated in England (with registered number 05017378) and having its registered office at 25 Gresham Street, London EC2V 7HN (the "Lessor"); and
- (4) **LLOYDS BANK PLC**, a company incorporated under English law with company number 2065 and having its registered office at 25 Gresham Street, London, EC2V 7HN as security trustee on behalf of the Secured Parties (the "Security Trustee").

WHEREAS:

- (A) Pursuant to the Facility Agreement, the lenders thereunder have agreed to make a loan facility available to the Lessor for the purpose of financing the Vessel upon and subject to the terms and conditions of the Facility Agreement.
- (B) As security for the obligations of the Lessor under the Facility Agreement, the Lessor is required to grant the Lessor Assignment.
- (C) Pursuant to the Lease, the Lessor has agreed to lease the Vessel to the Lessee upon and subject to the terms of the Lease.
- (D) As security for the obligations of the Lessee under the Lease, the Lessee is required to grant the Lessee Assignment.
- (E) Pursuant to the Bareboat Charter, the Lessee has agreed to charter the Vessel to the Operator upon and subject to the terms and conditions of the Bareboat Charter.
- (F) As security for the obligations of the Operator under the Bareboat Charter, the Operator is required to grant the Operator Assignment.

THIS DEED WITNESSES as follows:

1 Definitions and Interpretation

1.1 In this Deed:

"Bareboat Charter" means the bareboat charterparty dated on or about the date hereof made between the Lessee and the Operator in relation to the Vessel as amended, supplemented or novated from time to time.

"Compulsory Acquisition" means requisition for title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation, forfeiture or confiscation for any reason of the Vessel by any government entity or other competent authority, whether de jure or de facto, but shall exclude requisition for use or hire not involving requisition of title.

"Default Rate" means the rate of interest determined by the Lessor to be *DATE REDACTED* per annum above applicable LIBOR.

"Facility Agreement" means the intra-group loan facility between the Lessor as borrower and Lloyds Bank plc as lender pursuant to which a loan facility has been made available to the Lessor for the purpose of, inter alia, financing the Vessel.

"Holding Company" means, in relation to a person, any other person in respect of which it is a Subsidiary.

"Lease" means the lease agreement in respect of the Vessel dated 21 June 2012 made between the Lessor (as lessor) and the Lessee (as lessee).

"Lessee Assigned Property" means collectively, all of the right, title and interest, present and future, of the Lessee to and in respect of:

- (a) the Operator Assigned Property (as assigned by the Operator to the Lessee pursuant to the Operator Assignment); and
- (b) the Operator Insurances and the Requisition Compensation insofar as such right, title and interest do not form part of the Operator Assigned Property.

"Lessee Assignment" has the meaning given to it in Clause 3.2 (*Assignment*).

"Lessee Secured Obligations" means the obligations and liabilities of the Lessee to the Lessor or any member of the Lessor Group pursuant to the Lease, any other documents entered into as contemplated in the Lease, or otherwise in relation to the Vessel, remaining unpaid or unperformed in accordance therewith.

"Lessor Assigned Property" means collectively, all of the right, title and interest, present and future, of the Lessor to and in respect of:

- (a) the Lessee Assigned Property (as assigned by the Lessee to the Lessor pursuant to the Lessee Assignment and including the Operator Assigned Property); and
- (b) the Operator Insurances and the Requisition Compensation insofar as such right, title and interest do not form part of the Lessee Assigned Property (which includes the Operator Assigned Property).

"Lessor Assignment" has the meaning given to it in Clause 3.3 (*Assignment*).

"Lessor Group" means the Lessor, any Holding Company of the Lessor and any Subsidiary of such Holding Company.

"Lessor Secured Obligations" means the obligations and liabilities of the Lessor pursuant to the Facility Agreement from time to time.

"Mortgage" means any first priority statutory mortgage of the Vessel together with a collateral deed of covenants granted by the Lessor in favour of the Security Trustee.

"Operator Assignment" has the meaning given to it in Clause 3.1 (*Assignment*).

"Operator Assigned Property" means the Operator Insurance Rights and any Requisition Compensation which may at any time become due to the Operator.

"Operator Insurance Rights" means all the Operator's right, title and interest in and to the Operator Insurances.

"Operator Insurances" means all policies and contracts of insurance (including all entries in protection and indemnity or war risks associations) which are from time to time taken out or entered into by the Operator in respect of or in connection with the Vessel or her increased value or the earnings and (where the context permits) all benefits under such contracts and policies, including all claims of any nature and returns of premium.

"Operator Secured Obligations" means the obligations and liabilities of the Operator pursuant to the Bareboat Charter.

"Requisition Compensation" means all compensation or other money which may from time to time be payable to the Operator, the Lessee or the Lessor as a result of the Vessel being requisitioned for title or in any other way compulsorily acquired (other than by way of requisition for hire).

"Secured Parties" means the lender or lenders from time to time under any Facility Agreement and any other party defined as a "Finance Party" under any Facility Agreement.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

"Termination Event" means a "Termination Event" as defined in the Lease or a termination event under the Bareboat Charter.

"Vessel" means the UK flag vessel m.v. "LOCH SEAFORTH" (ex hull no. 764).

1.2 In this Deed:

- 1.2.1 words denoting the plural number include the singular and vice versa;
- 1.2.2 words denoting persons include corporations, partnerships, associations of persons (whether incorporated or not) or governmental or quasi-governmental bodies or authorities and vice versa;
- 1.2.3 references to Clauses are references to clauses of this Deed;
- 1.2.4 references to this Deed include the recitals to this Deed;
- 1.2.5 the headings and contents page(s) are for the purpose of reference only, have no legal or other significance, and shall be ignored in the interpretation of this Deed;
- 1.2.6 references to any document (including, without limitation, to the Bareboat Charter, the Lease and the Facility Agreement) are, unless the context otherwise requires, references to that document as amended, supplemented, novated or replaced from time to time;
- 1.2.7 references to statutes or provisions of statutes are references to those statutes, or those provisions, as from time to time amended, replaced or re-enacted;
- 1.2.8 a Termination Event is "continuing" if it has not been waived; and
- 1.2.9 references to the Security Trustee include its successors, transferees and assignees.

2 Covenants to Pay

- 2.1 The Operator hereby covenants to pay and discharge all of the Operator Secured Obligations promptly and acknowledges to the Lessee, the Lessor and the Security Trustee that the amount secured by the Operator Assignment and in respect of which the Operator Assignment and the security hereby created by the Operator is enforceable is the full amount of the Operator Secured Obligations and the Operator hereby covenants with the Lessee, the Lessor and the Security Trustee that the property hereby assigned and charged is so assigned and charged for the full payment, performance and discharge of the Operator Secured Obligations.
- 2.2 The Lessee hereby covenants to pay and discharge all of the Lessee Secured Obligations promptly when the same become due and payable and acknowledges to the Lessor and the Security Trustee that the amount secured by the Lessee Assignment and in respect of which the Lessee Assignment and the security hereby created by the Lessee is enforceable is the full amount of the Lessee Secured Obligations and the Lessee hereby covenants with the Lessor and the Security Trustee that the property hereby assigned and charged is so assigned and charged for the full payment, performance and discharge of the Lessee Secured Obligations.
- 2.3 The Lessor hereby covenants to pay and discharge all of the Lessor Secured Obligations promptly and acknowledges to the Security Trustee that the amount secured by the Lessor Assignment and in respect of which the Lessor Assignment and the security hereby created by the Lessor is enforceable is the full amount of the Lessor Secured Obligations and the Lessor hereby covenants with the Security Trustee that the property hereby assigned and charged is so assigned and charged for the full payment, performance and discharge of the Lessor Secured Obligations.

3 Assignment

- 3.1 In order to secure the full and punctual payment, performance and discharge of all of the Operator Secured Obligations, the Operator with full title guarantee hereby assigns and agrees to assign absolutely and unconditionally to the Lessee all of its right, title, benefit and interest in, to and under the Operator Assigned Property to and in favour of the Lessee (the "Operator Assignment").
- 3.2 In order to secure the full and punctual payment, performance and discharge of all of the Lessee Secured Obligations, the Lessee with full title guarantee hereby assigns and agrees to assign absolutely and unconditionally to the Lessor all of its right, title, benefit and interest in, to and under the Lessee Assigned Property to and in favour of the Lessor (the "Lessee Assignment").
- 3.3 In order to secure the full and punctual payment, performance and discharge of all of the Lessor Secured Obligations, the Lessor with full title guarantee hereby assigns and agrees to assign absolutely and unconditionally to the Security Trustee all of its right, title, benefit and interest in, to and under the Lessor Assigned Property to and in favour of the Security Trustee (the "Lessor Assignment").
- 3.4 Each of the Operator, the Lessee and the Lessor agrees that, subject to the provisions of the relevant loss payable clause referred to in Clause 5.1.3 and the provisions of Clause 12 (*Application of Moneys*), the Security Trustee shall be entitled to recover all sums due and payable under the Operator Assigned Property, the Lessee Assigned Property and/or the

Lessor Assigned Property (as the case may be) directly from the insurers without notice to, or obligation to inform any of them, subject only to the terms and conditions of the Operator Insurances.

4 Representations and Warranties

- 4.1 The Operator represents and warrants to each of the Lessee, the Lessor and the Security Trustee that it has not disposed of, nor created or permitted any Encumbrance or other third party right to arise on or over, the Operator Assigned Property except pursuant to this Deed.
- 4.2 The Lessee represents and warrants to each of the Lessor and the Security Trustee that it has not disposed of, nor created or permitted any Encumbrance or other third party right to arise on or over, the Lessee Assigned Property, except as expressly permitted under the Lease.
- 4.3 Each of the Operator and the Lessee represents and warrants to each of the other parties to this Deed that:
 - 4.3.1 it has the power to enter into, deliver and perform and has taken all necessary action to authorise its entry into delivery and performance of this Deed;
 - 4.3.2 all necessary acts and things have been taken or done to enable it lawfully to enter into and carry out its obligations under this Deed;
 - 4.3.3 when executed, this Deed will create obligations which are valid and binding on it and enforceable in accordance with their terms;
 - 4.3.4 no notices, consents or permissions are required to give effect to the relevant assignment by them hereunder, except pursuant to Clause 5 (*Covenants*) and Clause 6 (*Further Assurance*); and
 - 4.3.5 no governmental authorizations are required in connection with their execution, delivery and performance of this Deed.
- 4.4 The representations and warranties on the part of the Lessee and the Operator contained in this Deed shall survive the execution of this Deed.

5 Covenants

5.1 The Operator undertakes:

- 5.1.1 as soon as reasonably practicable following the execution of this Deed and at any other time required by the Security Trustee, to give written notice (materially in the form set out in Schedule 1 (*Form of Notice of Assignment*) or in such other form as the Security Trustee may approve) to the underwriters (or, in the case of entries in protection and indemnity or war risks associations or clubs, to the managers of those associations or clubs) of the assignment of the Operator Insurance Rights contained in this Deed;
- 5.1.2 as soon as reasonably practicable following the execution of this Deed and at any other time required by the Security Trustee, to give to the Security Trustee a written authority (materially in the form set out in Schedule 2 (*Form of Letter of Authority*) or in such other form as the Security Trustee may approve) addressed to the managers of each protection and indemnity or war risks association or club in which the Vessel is entered irrevocably authorising those managers to give to

the Security Trustee or its agents such information and documents relating to the entry of the Vessel in the association or club as the Security Trustee may from time to time request;

- 5.1.3 to procure at all times that a loss payable clause materially in the form set out in Schedule 3 (*Form of Loss Payable Clause*) (or in such other form as the Security Trustee may approve) or, in the case of entries in a protection and indemnity association, a note of the Security Trustee's interest in such form as the Security Trustee may approve, shall be endorsed on or attached to the policies, cover notes or certificates of entry relating to the Operator Insurances and that letters of undertaking in such form as the Security Trustee may approve shall be issued to the Security Trustee by the brokers through whom the Operator Insurances are placed (or, in the case of entries in protection and indemnity or war risks associations, by their managers);
- 5.1.4 from time to time promptly on the reasonable written request of the Security Trustee to give such further written notice in such form as the Security Trustee may approve of the assignment of the Requisition Compensation contained in this Deed;
- 5.1.5 not to assign or otherwise dispose of or deal with the Operator Assigned Property and shall not create or incur nor shall it agree to or acquiesce in the creation or incurral by any other person of, any encumbrance in or upon the Operator Assigned Property except pursuant to this Deed;
- 5.1.6 not to give any consent, waiver or approval in respect of the Operator Assigned Property or take any other action in connection with the Operator Assigned Property if such consent, waiver, approval or other action would materially adversely affect the value of the interest or rights assigned in Clause 3 (*Assignment*);
- 5.1.7 not to exercise any right of set-off, counterclaim or defence with respect to the Operator Assigned Property against the Lessee, the Lessor or the Security Trustee (as the case may be) or agree that any other person may exercise any such right; and
- 5.1.8 not at any time agree to or permit any variation or termination of the Operator Insurances which would result in a breach of the terms of the Bareboat Charter.

5.2 Each of the Lessee and the Lessor undertakes:

- 5.2.1 as soon as reasonably practicable following the execution of this Deed and at any other time required by the Security Trustee, to give written notice (materially in the form set out in Schedule 1 (*Form of Notice of Assignment*) or in such other form as the Security Trustee may approve) to the underwriters (or, in the case of entries in protection and indemnity or war risks associations or clubs, to the managers of those associations or clubs) of the assignment of the Operator Insurances contained in this Deed;
- 5.2.2 as soon as reasonably practicable following the execution of this Deed and at any other time required by the Security Trustee, to give to the Security Trustee a written authority (materially in the form set out in Schedule 2 (*Form of Letter of*

Authority) or in such other form as the Security Trustee may approve) addressed to the managers of each protection and indemnity or war risks association or club in which the Vessel is entered irrevocably authorising those managers to give to the Security Trustee or its agents such information and documents relating to the entry of the Vessel in the association or club as the Security Trustee may from time to time request;

- 5.2.3 from time to time immediately on the reasonable written request of the Security Trustee to give such further written notice in such form as the Security Trustee may approve of the assignment of the Requisition Compensation contained in this Deed;
- 5.2.4 not to assign or otherwise dispose of or deal with the Lessee Assigned Property or the Lessor Assigned Property respectively and shall not create or incur nor shall it agree to or acquiesce in the creation or incurral by any other person of, any encumbrance in or upon the Lessee Assigned Property or the Lessor Assigned Property respectively without the prior written consent of the Security Trustee, save in each case as expressly permitted under the Lease;
- 5.2.5 not to give any consent, waiver or approval under any of the Bareboat Charter or the Lease (as the case may be) in respect of the Lessee Assigned Property or the Lessor Assigned Property (as the case may be) or take any other action in connection with the Lessee Assigned Property or the Lessor Assigned Property (as the case may be) if such consent, waiver, approval or other action would materially adversely affect the value of the interest or rights assigned in Clause 3 (*Assignment*) without the prior written consent of the Security Trustee, save in each case as expressly permitted under the Lease;
- 5.2.6 in the case of the Lessee, not to exercise any right of set-off, counterclaim or defence with respect to the Lessee Assigned Property against the Lessor or the Security Trustee (as the case may be) or agree that any other person may exercise any such right without the prior written consent of the Security Trustee, save in each case as expressly permitted under the Lease;
- 5.2.7 in the case of the Lessor, not to exercise any right of set-off, counterclaim or defence with respect to the Lessor Assigned Property against any lender under the Facility Agreement or the Security Trustee (as the case may be) or agree that any other person may exercise any such right;
- 5.2.8 not at any time agree to or permit any variation or termination of the Operator Insurances which would result in a breach of the terms of the Lease; and
- 5.2.9 that it shall not, without the prior written consent of the Security Trustee, agree to any amendment to or variation of the Bareboat Charter or the Lease, nor waive any breach or excuse the Operator or (in the case of the Lessor) the Lessee from performance of any of its obligations pursuant to the Bareboat Charter or the Lease (as the case may be) without the prior written consent of the Security Trustee, save in each case as expressly permitted under the Lease.

6 Further Assurance

Each of the Operator, the Lessee and the Lessor agrees that it shall, at the cost and expense of the Operator, take whatever action is necessary and which is within its own power or

control to implement in order to perfect the encumbrances granted or intended to be granted by this Deed or to establish, maintain, protect or preserve the rights of the Security Trustee under this Deed or to enable it to obtain the full benefits of this Deed and to exercise and enforce the rights and remedies under this Deed or in respect of all or any part of the Lessor Assigned Property.

7 Mortgage

The Lessee and the Operator each acknowledges that it is aware that the Vessel may be mortgaged by the Lessor in favour of the Security Trustee. If a mortgage is granted in favour of the Security Trustee, the Security Trustee agrees to use its reasonable endeavours to obtain the consent of the Secured Parties to the Security Trustee providing a quiet enjoyment undertaking to the Operator on such terms as the Secured Parties may reasonably agree.

8 Ancillary Provisions

- 8.1 The Operator undertakes to reimburse the Security Trustee on demand for all sums which the Security Trustee may from time to time pay or become liable for in or about the protection, maintenance or enforcement of the rights created in favour of the Security Trustee by this Deed or in or about the exercise by the Security Trustee of any of the powers vested in it under or pursuant to this Deed, together in each case with interest at the Default Rate from the date when those sums were paid by the Security Trustee until the date of actual receipt, before or after any relevant judgment, and to keep the Security Trustee fully and effectually indemnified from and against all actions, losses, claims, proceedings, costs, demands and liabilities, in each case which the Security Trustee may suffer or incur under or in connection with the Operator Assigned Property.
- 8.2 Notwithstanding the assignments contained in this Deed, the Security Trustee shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under or in connection with this Deed nor to make any claim or take any other action to collect any money or to enforce any rights or benefits assigned to the Security Trustee by this Deed or to which the Security Trustee may at any time be entitled under or pursuant to this Deed.
- 8.3 Notwithstanding any provision of the Bareboat Charter to the contrary, the Operator shall at all times remain liable to perform all obligations expressed to be assumed by it under or in respect of the Operator Insurances (including any obligation to pay premiums, calls, contributions or other sums in respect of the Operator Insurances), and neither this Deed nor the receipt by the Lessee, the Lessor or the Security Trustee of any payment pursuant to this Deed shall cause the Lessee, the Lessor or the Security Trustee to be under any obligation or liability in any respect under any part of the Operator Insurances for the performance or observance of any of the representations, warranties, conditions, covenants, agreements or other terms contained therein.
- 8.4 No exercise by the Security Trustee of any rights under this Deed shall constitute, or be deemed to constitute, an assumption or acceptance by the Security Trustee of any obligation of any of the Operator, the Lessee, the Lessor or any other person.
- 8.5 The Operator undertakes to hold the original copies of any and all documents in connection with any of the Operator Assigned Property to the order of the Security Trustee.

9 Continuing Security

9.1 The security created by this Assignment shall be held by the Security Trustee as a continuing security for the full and punctual payment, performance, discharge and satisfaction of:

9.1.2 in the case of the Operator Assignment, all of the Operator Secured Obligations, regardless of any intermediate payment, performance, discharge or satisfaction of any part of the Operator Secured Obligations;

9.1.3 in the case of the Lessee Assignment, the Lessee Secured Obligations, regardless of any intermediate payment, performance, discharge or satisfaction of any part of the Lessee Secured Obligations; and

9.1.4 in the case of the Lessor Assignment, the Lessor Secured Obligations, regardless of any intermediate payment, performance, discharge or satisfaction of any part of the Lessor Secured Obligations.

9.2 Additional Security

The security created by this Assignment is in addition to, and shall not be prejudiced by, any other security, guarantee or other assurance now or subsequently held by the Security Trustee or any other party for all or any part of the Operator Secured Obligations, the Lessee Secured Obligations and/ or the Lessor Secured Obligations.

9.3 Consolidation

Section 93 (*Restriction on consolidation of mortgages*) and s103 (*Regulations on exercise of power of sale*) Law of Property Act 1925 shall not apply to this Assignment.

9.4 Exercise of Rights

The Security Trustee need not, before exercising any of the rights, powers or remedies conferred upon it by this Assignment or by law:

9.4.1 take action or obtain judgment against the Operator, the Lessee and/or the Lessor (as the case may be) or any other person in any court or otherwise; or

9.4.2 make or file a claim or proof in a winding-up, liquidation, bankruptcy, insolvency, dissolution, reorganisation or amalgamation of, or other analogous event of or with respect to, the Operator, the Lessee and/or the Lessor (as the case may be) or any other person; or

9.4.3 enforce or seek to enforce the payment or performance of, or the recovery of, any of the moneys, obligations and liabilities hereby secured or any other security, guarantee or other assurance for all or any of the Operator Secured Obligations, the Lessee Secured Obligations and/or the Lessor Secured Obligations (as the case may be).

9.5 Security not discharged

The security created by this Assignment shall continue in full force and effect and shall not be discharged, impaired or otherwise affected by:

9.5.1 any failure by the Security Trustee or any other person to take or enforce any other security, guarantee or other assurance taken or agreed to be taken or given for all or

any of the Operator Secured Obligations, the Lessee Secured Obligations and/or the Lessor Secured Obligations (as the case may be) under or pursuant to any Transaction Document or otherwise; or

- 9.5.2 any time or other indulgence given or agreed to be given by the Security Trustee or any other person to the Operator, the Lessee, the Lessor or any other person in respect of:
- (a) the Operator Secured Obligations, the Lessee Secured Obligations and/or the Lessor Secured Obligations (as the case may be); or
 - (b) the Operator's, the Lessee's, the Lessor's or such other person's obligations under any security or guarantee relating to the Operator Secured Obligations, the Lessee Secured Obligations and/or the Lessor Secured Obligations (as the case may be); or
- 9.5.3 any amendment, modification, variation, supplement, novation, restatement or replacement of all or any part of the Operator Secured Obligations, the Lessee Secured Obligations and/or the Lessor Secured Obligations (as the case may be) or any Transaction Document; or
- 9.5.4 any release or exchange of any other security, guarantee or other assurance now or hereafter held by or enuring to the benefit of the Security Trustee or any other person for all or any part of the Operator Secured Obligations, the Lessee Secured Obligations and/or the Lessor Secured Obligations (as the case may be); or
- 9.5.5 any other act, omission, fact, matter, circumstance, event or thing (other than a discharge in accordance with the express terms of this Assignment) which, but for this provision, might operate to impair, discharge or adversely affect the rights of the Security Trustee or any other person under this Assignment or under any other Transaction Document or which, but for this provision, might constitute a legal or equitable discharge of the security hereby created.

9.6 Conditional Discharge

Any settlement or discharge between the Security Trustee on the one hand and the Operator, the Lessee, the Lessor and/or any other person (as the case may be) on the other hand shall be conditional upon no security or payment to the Security Trustee or any of the other Secured Parties by the Operator, the Lessee, the Lessor or any other person (as the case may be) being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, liquidation, winding-up, insolvency, dissolution, reorganisation, amalgamation or other analogous event or proceedings for the time being in force.

10 The Security Trustee

10.1 Security Trustee

The Security Trustee shall hold title to the property assigned and/or charged pursuant to this Assignment as security trustee on behalf of itself and the Secured Parties.

10.2 Nature of Rights

The Security Trustee shall be entitled and authorised to exercise all such rights, powers, authorities and discretions in relation to all or any part of the Lessor Assigned Property as if

the Security Trustee were solely beneficially entitled thereto (including, without limitation, the grant of an indemnity to any person or persons appointed as a Receiver).

10.3 Perpetuity Period

The perpetuity period under the rule against perpetuities (if applicable hereto) shall be the period of one hundred and twenty five (125) years from the date hereof.

11 Enforcement of Security

11.1 Time of Enforcement

The security constituted by this Assignment and the power of sale and other powers conferred by s101 (*Powers incident to estate or interest of mortgagee*) Law of Property Act 1925 (or any other relevant statutory provision of similar effect), as varied or amended by this Assignment, shall be immediately enforceable and exercisable upon and at any time after the occurrence of a Termination Event which is continuing.

11.2 Powers of Security Trustee

Without prejudice to any of its other rights whether conferred under any of the Transaction Documents or by law generally, upon and at any time after the occurrence of a Termination Event, the Security Trustee shall be entitled:

11.2.1 to apply to any court of competent authority for an order for foreclosure absolute so as to vest all the Operator's, the Lessee's and/or the Lessor's (as the case may be) right, title and interest in all or any part of the Lessor Assigned Property in the Security Trustee as security trustee for itself and the Secured Parties;

11.2.2 to sell, call in, collect and convert into money all or any part of the Lessor Assigned Property by public or private contract at any place in the world, with or without advertisement or notice to any of the Operator, the Lessee or the Lessor or any other person in relation to any private contract, with all such powers in that respect as are conferred by law, and:

- (a) by way of extension thereof, such sale, calling in, collection and conversion may be made for such consideration as the Security Trustee in its sole and absolute discretion shall deem reasonable (whether the same shall consist of cash or shares or debentures in some other company or companies or other property of whatsoever nature or partly of one and partly of some other species of consideration, and whether such consideration shall be presently payable or by instalments or at some future date, and whether such deferred or future payments shall be secured or not) and in all other respects in such manner as the Security Trustee shall think fit, and without being liable to account for any loss of or deficiency in such consideration;
- (b) s103 (*Regulation of exercise of power of sale*) Law of Property Act 1925 shall not apply to this Assignment or to the power of sale, calling in, collection or conversion hereinbefore contained; and
- (c) for the purposes of this Clause 11.2 the Security Trustee may (in its sole and absolute discretion) by notice appoint any of the Operator, the Lessee or the Lessor or any other person its non-exclusive agent to sell all or any part of the Lessor Assigned Property on terms satisfactory to the Security Trustee;

- 11.2.3 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with all or any part of the Lessor Assigned Property or in any way relating to this Assignment and execute releases or other discharges in relation thereto;
- 11.2.4 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to all or any part of the Lessor Assigned Property;
- 11.2.5 to execute and do all such acts, deeds and things as the Security Trustee may reasonably consider necessary or proper for, or in relation to, any of the purposes aforesaid; and
- 11.2.6 to appoint a Receiver of all or any part of the Lessor Assigned Property upon such terms as to remuneration and otherwise as the Security Trustee shall deem fit; and the Security Trustee may from time to time remove any Receiver so appointed and appoint another in his place; and to fix (at or after the time of his appointment) the remuneration of any such Receiver. A Receiver so appointed shall be the agent of the Operator, the Lessee and/or the Lessor (as the case may be) and they shall be liable for such Receiver's actions and defaults as their agent (save for the wilful misconduct or reckless disregard of such Receiver) to the exclusion of liability on the part of the Security Trustee. Nothing herein contained shall render the Security Trustee liable to any such Receiver for his remuneration, costs, charges or expenses or otherwise.

11.3 Law of Property Act 1925

Sections 109(6) and 109(8) (*Appointment, powers, remuneration and duties of receiver*) Law of Property Act 1925 shall not apply in relation to any Receiver appointed under Clause 11.2 (*Powers of Security Trustee*).

11.4 Other Powers

Notwithstanding any other provision of this Assignment and without limiting, and as an addition to, the powers conferred upon the Security Trustee (and any Receiver appointed pursuant to Clause 11.2 (*Powers of Security Trustee*)) by the laws of England or of any other jurisdiction, the Security Trustee or the Receiver (as the case may be) may, at any time after the occurrence of a Termination Event which is continuing, exercise against or in respect of the Operator, the Lessee and/or the Lessor (as the case may be) and/or all or any part of the Lessor Assigned Property any of the rights, powers, privileges or discretions conferred on the Security Trustee from time to time by applicable law, domestic or foreign.

12 Application of Moneys

- 12.1 The benefits and proceeds of any of the Operator Insurances other than any Operator Insurances against protection and indemnity risks shall be distributed in accordance with the terms of any relevant loss payable clause referred to in Clause 5.1.3.
- 12.2 The benefits and proceeds of any Operator Insurances against protection and indemnity risks shall:
 - 12.2.1 prior to the occurrence of a Termination Event, be distributed in accordance with the terms of Clause 34.3 (*Third Party Claims*) of the Charter and Clause 20.7 (*Third Party Claims*) of the Lease; and

- 12.2.2 on and from the occurrence of a Termination Event, be held on trust for the Security Trustee pending payment to the Security Trustee for application in or towards satisfaction of, or by way of retention on account for, the Lessor Secured Obligations, in such manner as the Security Trustee may in its discretion determine.
- 12.3 Subject to the provisions of Clauses 12.4 and 12.5, the benefits and proceeds of any of the other Operator Assigned Property, Lessee Assigned Property or Lessor Assigned Property shall, unless otherwise agreed by the Security Trustee, be applied by the Security Trustee in or towards satisfaction of, or by way of retention on account for, the Lessor Secured Obligations, in such manner as the Security Trustee may in its discretion determine.
- 12.4 So long as no Termination Event has occurred and is continuing, the Security Trustee undertakes to pay to the Operator any benefits and proceeds of any Operator Insurance received by the Security Trustee under the applicable loss payable clause in respect of damage to the Vessel other than a total or constructive total or an arranged or agreed or compromised total loss or unrepaired damage actual or constructive or any analogous claim. Such amounts will be payable by the Security Trustee promptly on receipt thereof by the Security Trustee.
- 12.5 So long as no Termination Event has occurred and is continuing and unless and until the Vessel is deemed a total loss as a result of a Compulsory Acquisition, the Security Trustee and the Lessor will direct the payor of any requisition hire to make payment of such requisition hire directly to the Operator. The Lessor and the Security Trustee further undertake to pay or procure the payment of (subject to any right of set-off which the Lessor may have in respect of any amounts due and unpaid under the terms of the Lease) to the Operator any benefits and proceeds of any requisition hire received by them within three (3) Business Days of receipt.
- 13 Power of Attorney**
- 13.1 Power of Attorney from Operator**
- On and from the occurrence of a Termination Event which is continuing under the Lease, so far as may be necessary to give effect to this Deed the Operator hereby irrevocably appoints the Security Trustee its attorney (with unlimited power of substitution and delegation) for the purpose of doing in the name of the Operator all acts which the Operator could do in relation to the Operator Assigned Property.
- 13.2 No Obligation to Exercise Power**
- The Security Trustee shall not have any obligation to exercise any of the powers conferred upon it pursuant to Clause 10.1 (*Power of Attorney from Operator*) or to make any demand or enquiry as to the nature or sufficiency of any payment received by it with respect to the Operator Assigned Property. No action taken by or omitted to be taken by the Security Trustee in the proper exercise of the power conferred on it pursuant to Clause 10.1 (*Power of Attorney from Operator*) shall give rise to any defence, counterclaim or set-off in favour of the Operator or otherwise affect any of the Operator Secured Obligations.

13.3 Ratification by Operator

The power conferred by Clause 10.1 (*Power of Attorney from Operator*) shall be a general power of attorney under the Powers of Attorney Act 1971 and the Operator shall ratify and confirm and agrees to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Security Trustee may execute or do in the exercise of such power.

13.4 Power of Attorney from Lessee

On and from the occurrence of a Termination Event which is continuing under the Lease, so far as may be necessary to give effect to this Deed the Lessee hereby irrevocably appoints the Security Trustee its attorney (with unlimited power of substitution and delegation) for the purpose of doing in the name of the Lessee all acts which the Lessee could do in relation to the Lessee Assigned Property.

13.5 No Obligation to Exercise Power

The Security Trustee shall not have any obligation to exercise any of the powers conferred upon it pursuant to Clause 10.4 (*Power of Attorney from Lessee*) or to make any demand or enquiry as to the nature or sufficiency of any payment received by it with respect to the Lessee Assigned Property. No action taken by or omitted to be taken by the Security Trustee in the proper exercise of the power conferred on it pursuant to Clause 10.4 (*Power of Attorney from Lessee*) shall give rise to any defence, counterclaim or set-off in favour of the Lessee or otherwise affect any of the Lessee Secured Obligations.

13.6 Ratification by Lessee

The power conferred by Clause 10.4 (*Power of Attorney from Lessee*) shall be a general power of attorney under the Powers of Attorney Act 1971 and the Lessee shall ratify and confirm and agrees to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Security Trustee may execute or do in the exercise of such power.

14 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

15 Waiver of Rights as Surety

15.1 The rights of the Security Trustee under this Deed, the security constituted by this Deed and the warranties, covenants and obligations of the Operator, the Lessee and the Lessor contained in this Deed shall not in any way be discharged, impaired or otherwise affected by:

- 15.1.1 any forbearance (whether as to payment or otherwise) or any time or other indulgence granted to any of the other parties under or in connection with the Bareboat Charter, the Lease or the Facility Agreement;
- 15.1.2 any amendment, variation, novation or replacement of any of the Bareboat Charter, the Lease or the Facility Agreement;
- 15.1.3 any failure of the Bareboat Charter, the Lease or the Facility Agreement to be legal, valid, binding and enforceable in relation to any of the other parties for any reason;

- 15.1.4 the winding-up or dissolution of any of the other parties;
 - 15.1.5 the release (whether in whole or in part) of, or the entering into of any compromise or composition with, any of the other parties; or
 - 15.1.6 any other act, omission, thing or circumstance which would or might, but for this provision, operate to discharge, impair or otherwise affect the same.
- 15.2 Until the Operator Secured Obligations, and the Lessee Secured Obligations have been unconditionally and irrevocably paid and discharged in full, the Operator, and the Lessee shall not (without the prior written consent of the Security Trustee, or except as expressly permitted by the Lease) by virtue of any payment made under this Deed on account of the Operator Secured Obligations or by virtue of any enforcement by the Security Trustee of its rights under, or the security constituted by, this Deed or by virtue of any relationship between or transaction involving the Operator, the Lessee or the Lessor and any of the other parties:
- 15.2.1 exercise any rights of subrogation in relation to any rights, security or moneys held or received or receivable by the Security Trustee or any other person; or
 - 15.2.2 exercise any right of contribution from any other party; or
 - 15.2.3 exercise any right of set-off or counterclaim against any other party; or
 - 15.2.4 receive, claim or have the benefit of any payment, distribution, security or indemnity from any other party; or
 - 15.2.5 unless so directed by the Security Trustee (when the Operator, the Lessee and the Lessor will prove in accordance with such directions), claim as a creditor of any other party in competition with the Security Trustee,

and the Operator, the Lessee and the Lessor shall hold on trust for the Security Trustee and forthwith pay or transfer (as appropriate) to the Security Trustee any such payment (including an amount equal to any such set-off), distribution or benefit of such security, indemnity or claim in fact received by it.

16 Release and Reassignment

- 16.1 Upon discharge in full of the Operator Secured Obligations (and provided that neither the Security Trustee or the Lessor shall have been advised by insolvency counsel that having regard to the facts then existing and by reason of any bankruptcy, insolvency or other applicable laws affecting creditors' rights and the discharge of obligations, the Security Trustee or the Lessor will or will become likely to be obliged to pay to or to account to the Operator, the Lessee, the Lessor, any other person or any liquidator or trustee in bankruptcy of any of them for any amount corresponding to all or any part of the amount paid in or towards such discharge) the Lessee shall, at the request and cost of the Operator, release the Operator Assigned Property from the security constituted by the Operator Assignment and reassign the Operator Assigned Property to the Operator without recourse or warranty.
- 16.2 Upon the earlier of (i) discharge in full of both the Operator Secured Obligations and the Lessee Secured Obligations; and (ii) the execution of a new insurance assignment between, inter alia, the Lessee, the Lessor, and the Security Trustee (and provided in each case that neither the Security Trustee or the Lessor shall have been advised by insolvency counsel that

having regard to the facts then existing and by reason of any bankruptcy, insolvency or other applicable laws affecting creditors' rights and the discharge of obligations, the Security Trustee or the Lessor will or will become likely to be obliged to pay to or to account to the Lessee, the Lessor, any other person or any liquidator or trustee in bankruptcy of any of them for any amount corresponding to all or any part of the amount paid in or towards such discharge):

16.2.1 the Security Trustee shall, at the request and cost of the Lessor, release the Lessor Assigned Property from the security constituted by the Lessor Assignment and reassign the Lessor Assigned Property to the Lessor without recourse or warranty; and

16.2.2 the Lessor shall, at the request and cost of the Lessee, release the Lessee Assigned Property from the security constituted by the Lessee Assignment and reassign the Lessee Assigned Property to the Lessee without recourse or warranty.

17 Miscellaneous

17.1 The rights of the Security Trustee under this Deed shall not be affected by any change in the constitution of the Operator, the Lessee or the Lessor or by the liquidation, bankruptcy or insolvency of the Operator, the Lessee or the Lessor.

17.2 No variation or amendment of this Deed shall be valid unless in writing and signed on behalf of the Operator, the Lessee, the Lessor and the Security Trustee.

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

18 Notices

18.1 **Communications in writing** Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

18.2 **Addresses** The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Deed for any communication or document to be made or delivered under or in connection with this Deed are:

18.2.1 in the case of the Operator:

Address: CalMac Ferries Limited

ADDRESS REDACTED

Attention:

18.2.2 in the case of the Lessee:

Address: Caledonian Maritime Assets Limited

ADDRESS REDACTED

Attention:

Fax No.:

18.2.3 in the case of the Lessor:

Address: Maritime Leasing (No. 19) Limited

ADDRESS REDACTED

Attention:

Fax No.:

18.2.4 in the case of the Security Trustee:

Address: Lloyds Bank plc

ADDRESS REDACTED

Attention:

Fax No.:

or any substitute address, fax number, department or officer as any party may notify to the Security Trustee (or the Security Trustee may notify to the other parties, if a change is made by the Security Trustee) by not less than five (5) Business Days' notice.

18.3 Delivery Any communication or document made or delivered by one party to this Deed to another under or in connection this Deed will only be effective:

18.3.1 if by way of fax, when received in legible form; or

18.3.2 if by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under Clause 18.2, if addressed to that department or officer.

Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by the Security Trustee.

All notices from or to the Lessor, the Lessee and the Operator shall be sent through the Security Trustee.

18.4 Notification of address and fax number Promptly upon receipt of notification of an address, fax number or change of address, pursuant to Clause 18.2 or changing its own address or fax number, the Security Trustee shall notify the other parties to this Deed.

18.5 English language Any notice given under or in connection with this Deed must be in English. All other documents provided under or in connection with this Deed must be:

18.5.1 in English; or

18.5.2 if not in English, and if so required by the Security Trustee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

19 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

20 Law and Jurisdiction

20.1 This Deed and any non-contractual obligations arising from or in connection with it shall in all respects be governed by and interpreted in accordance with English law.

20.2 For the exclusive benefit of the Security Trustee, each of the Operator and the Lessee irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any dispute (a) arising from or in connection with this Deed, or (b) relating to any non-contractual obligations arising from or in connection with this Deed and that any proceedings may be brought in those courts.

20.3 Nothing contained in this Clause shall limit the right of the Security Trustee to commence any proceedings against the Operator and/or the Lessee in any other court of competent jurisdiction nor shall the commencement of any proceedings against the Operator and/or the Lessee in one or more jurisdictions preclude the commencement of any proceedings in any other jurisdiction, whether concurrently or not.

20.4 Each of the Operator and the Lessee irrevocably waives any objection which either of them may now or in the future have to the laying of the venue of any proceedings in any court referred to in this Clause and any claim that those proceedings have been brought in an inconvenient or inappropriate forum, and irrevocably agree that a judgment in any proceedings commenced in any such court shall be conclusive and binding on them and may be enforced in the courts of any other jurisdiction.

In witness of which this Deed has been duly executed and delivered the day and year first before written.

Schedule 1

Form of Notice of Assignment

(For attachment by way of endorsement to all policies, contracts and cover notes)

To: [Insurance provider]

From: (1) [Operator]
[address]

(2) Caledonian Maritime Assets Limited
Municipal Buildings, Fore Street, Port Glasgow, Renfrewshire PA 14 5EQ ("CMAL")

(3) Maritime Leasing (No. 19) Limited
c/o Lloyds Banking Group, CAF Portfolio Management, 25 Gresham Street, London
EC2V 7HN ("Maritime Leasing (No. 19)")

We, [Operator], the operator of the m.v. "LOCH SEAFORTH" (the "Vessel"), (2) CMAL, the lessee of the Vessel and (3) Maritime Leasing (No. 19), the owner of the Vessel,

GIVE NOTICE that, by an assignment in writing dated 201[], we assigned to **LLOYDS BANK PLC**, acting through its office at 25 Gresham Street, London EC2V 7HN (as security agent for itself and others) all our right, title and interest in and to all insurances effected or to be effected by the operator in respect of the Vessel, including the insurances constituted by the policy on which this notice is endorsed, and including all money payable and to become payable thereunder or in connection therewith (including return of premiums).

Signed: _____
For and on behalf of
[OPERATOR]
Name:
Title:
Dated: 201[]

Signed: _____
For and on behalf of
CALEDONIAN MARITIME ASSETS LIMITED
Name:
Title:
Dated: 201[]

Signed: _____
For and on behalf of
MARITIME LEASING (NO. 19) LIMITED
Name:
Title:
Dated: 201[]

Schedule 2
Form of Letter of Authority

To: *[Managers of protection and indemnity or war risks association or club]*

From: (1) *[Operator]*
[address]

(2) Caledonian Maritime Assets Limited
Municipal Buildings, Fore Street, Port Glasgow, Renfrewshire PA 14 5EQ ("CMAL")

(3) Maritime Leasing (No. 19) Limited
c/o Lloyds Banking Group, CAF Portfolio Management, 25 Gresham Street, London
EC2V 7HN ("Maritime Leasing (No. 19)")

We, *[Operator]*, the operator of the m.v. "LOCH SEAFORTH" (ex hull no. 764) (the "Vessel"), (2) CMAL, the lessee of the Vessel and (3) Maritime Leasing (No. 19), the owner of the Vessel, irrevocably authorise you to disclose to **LLOYDS BANK PLC** (the "Security Trustee") or its agents all information and documents relating to the entry of the Vessel in *[name of association or club]* as the Security Trustee or its agents may from time to time require.

Please note that this authority may not be varied or revoked without the prior written consent of the Security Trustee.

Signed: _____
For and on behalf of
[OPERATOR]
Name:
Title:
Dated: 201[]

Signed: _____
For and on behalf of
CALEDONIAN MARITIME ASSETS LIMITED
Name:
Title:
Dated: 201[]

Signed: _____
For and on behalf of
MARITIME LEASING (NO. 19) LIMITED
Name:
Title:
Dated: 201[]

Schedule 3

Part A - Loss Payable Clause Hull and Machinery and War Risks

It is noted that, by an assignment in writing dated 2014 (the "Assignment"), (1) **CALMAC FERRIES LIMITED** of The Ferry Terminal, Gourock PA19 1QP, (the "Operator") operator of the vessel m.v "LOCH SEAFORTH" (ex hull no. 764) (the "Vessel") pursuant to a bareboat charterparty dated 2014, (2) **CALEDONIAN MARITIME ASSETS LIMITED** of Municipal Buildings, Fore Street, Port Glasgow, Renfrewshire PA 14 5EQ, lessee of the Vessel pursuant to a lease dated 21 June 2012, and (3) **MARITIME LEASING (NO. 19) LIMITED** of c/o Lloyds Banking Group, CAF Portfolio Management, 25 Gresham Street, London EC2V 7HN, owner of the Vessel, the Operator assigned absolutely to **LLOYDS BANK PLC** acting through its office at 25 Gresham Street, London EC2V 7HN (the "Security Trustee") this policy and all benefits of this policy, including all claims of any nature (including return of premiums) under this policy.

Claims payable under this policy in respect of a total or constructive total or an arranged or agreed or compromised total loss or unrepaired damage and all claims which (in the opinion of the Security Trustee) are analogous thereto shall be payable to the Security Trustee.

Subject thereto, all other claims, unless and until underwriters have received notice from the Security Trustee of a default, in which event all claims under this policy shall be payable directly to the Security Trustee, shall be payable as follows:

- (i) a claim in respect of any one casualty where the aggregate claim against all insurers does not exceed *REDACTED* or the equivalent in any other currency, prior to adjustment for any franchise or deductible under the terms of the policy, shall be paid directly to the Operator for the repair, salvage or other charges involved or as a reimbursement if the Operator has fully repaired the damage and paid all of the salvage or other charges; and
- (ii) a claim in respect of any one casualty where the aggregate claim against all insurers exceeds *REDACTED* the equivalent in any other currency prior to adjustment for any franchise or deductible under the terms of the policy, shall, subject to the prior written consent of the Security Trustee, be paid to the Operator as and when the Vessel is restored to her former state and condition and the liability in respect of which the insurance loss is payable is discharged, and provided that the insurers may with such consent make payment on account of repairs in the course of being effected, but, in the absence of such prior written consent shall be payable directly to the Security Trustee.

Part B - Loss Payable Clause Loss of Earnings Insurance

It is noted that, by an assignment in writing dated 2014 (the "Assignment"), (1) **CALMAC FERRIES LIMITED** of The Ferry Terminal, Gourock PA19 1QP, (the "Operator") operator of the vessel m.v "LOCH SEAFORTH" (ex hull no. 764) (the "Vessel") pursuant to a bareboat charterparty dated 2014, (2) **CALEDONIAN MARITIME ASSETS LIMITED** of Municipal Buildings, Fore Street, Port Glasgow, Renfrewshire PA 14 5EQ, lessee of the Vessel pursuant to a lease dated 21 June 2012, and (3) **MARITIME LEASING (NO. 19) LIMITED** of c/o Lloyds Banking Group, CAF Portfolio Management, 25 Gresham Street, London EC2V 7HN, owner of the Vessel, the Operator assigned absolutely to **LLOYDS BANK PLC** acting through its office at 25 Gresham Street, London EC2V 7HN (the "Security Trustee") this policy and all benefits of this policy, including all claims of any nature (including return of premiums) under this policy.

All claims under this policy shall be payable to the Operator unless and until underwriters have received notice from the Security Trustee of a default, in which event all claims under this policy shall be payable directly to the Security Trustee.

EXECUTION PAGE

Signed and delivered as a Deed)
by CALMAC FERRIES LIMITED)
acting by) SIGNATURE REDACTED
its duly authorised)
in the presence of:)
Witness signature: SIGNATURE REDACTED
Name: GAVIN DWAN FARQUHAR
Address: ADDRESS REDACTED

Signed and delivered as a Deed)
by CALEDONIAN MARITIME ASSETS)
LIMITED) SIGNATURE REDACTED
acting by)
its duly authorised)
in the presence of:)
Witness signature: SIGNATURE REDACTED
Name: IONA HUNTER
Address: ADDRESS REDACTED

Signed and delivered as a Deed)
by MARITIME LEASING (NO. 19)) SIGNATURE REDACTED
LIMITED)
acting by)
its duly authorised Authorised Signatory)
in the presence of:)
Witness signature: SIGNATURE REDACTED)
Name: REBECCA TILLOTTE) ADDRESS REDACTED
Address:)

Signed and delivered as a Deed)
by LLOYDS BANK PLC) SIGNATURE REDACTED
acting by)
its duly authorised Authorised Signatory)
in the presence of:)
Witness signature: SIGNATURE REDACTED)
Name:)
Address:)

Patrick Sherrington

ADDRESS REDACTED