



Registration of a Charge

Company name: **"K" LINE BULK SHIPPING (UK) LIMITED**

Company number: **04830352**



X9ANGLMP

Received for Electronic Filing: **03/08/2020**

Details of Charge

Date of creation: **31/07/2020**

Charge code: **0483 0352 0041**

Persons entitled: **MIZUHO BANK, LTD., LONDON BRANCH**

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: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4830352

Charge code: 0483 0352 0041

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st July 2020 and created by "K" LINE BULK SHIPPING (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2020 .

Given at Companies House, Cardiff on 4th August 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I certify that, save for material retained pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the electronic copy of the original instrument.

Execution Version

Date: 31.07.2020

Norton Rose Fulbright LLP

Dated 31 July 2020

"K" LINE BULK SHIPPING (UK) LIMITED (1)
and
MIZUHO BANK, LTD., LONDON BRANCH (2)

GENERAL ASSIGNMENT
relating to m.v. "CLIFTON BAY"

 **NORTON ROSE FULBRIGHT**

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THIS DEED OF ASSIGNMENT is dated 31 July 2020 and made **BETWEEN**:

- (1) **"K" LINE BULK SHIPPING (UK) LIMITED** a company incorporated in England whose registered office is at 6th Floor, 200 Aldersgate Street, London EC1A 4HD, United Kingdom (the **Owner**); and
- (2) **MIZUHO BANK, LTD., LONDON BRANCH** a company incorporated under the laws of Japan whose registered office is at 1-5-5 Otemachi, Chiyoda-Ku, Tokyo 100-8176, Japan acting for the purposes of this Deed through its London branch at Mizuho House, 30 Old Bailey, London EC4M 7AU (the **Mortgagee**).

WHEREAS:

- (A) by an Agreement dated 28 July 2020 (the **Loan Agreement**) and made between (1) the Owner (therein referred to as the **Borrower**) and (2) the Mortgagee (therein referred to as the **Bank**), the Bank agreed (inter alia) to advance by way of a loan to the Owner, upon the terms and conditions therein contained, a loan of up to USD 13,900,000 (the **Loan**);
- (B) pursuant to the Loan Agreement there has been executed by the Owner in favour of the Mortgagee a first preferred ship mortgage dated on or about the date hereof (the **Mortgage**) on the Vessel m.v. "CLIFTON BAY" documented in the name of the Owner under the laws and flag of the Republic of Panama and more particularly described in the Patente of Navigation Number 43378-TJ (the **Ship**) and the Mortgage has been or will be registered in accordance with the provisions of Law 55 of 6 August 2008 of the Republic of Panama and of the pertinent provisions of the Civil Code and other laws of the Republic of Panama as security for the payment by the Owner of the Outstanding Indebtedness (as that expression is defined in the Mortgage);
- (C) the Loan Agreement provided (inter alia) that as a condition precedent to the advance of the Loan, the Owner should enter into a deed supplemental to the Mortgage substantially in the form of this Deed, to secure (inter alia) all sums of money from time to time owing to the Mortgagee under the Loan Agreement and the Security Documents; and
- (D) this Deed is supplemental to the Loan Agreement and the Mortgage and to the security thereby created but shall nonetheless continue in full force and effect notwithstanding any discharge of the Mortgage.

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

1 Definitions

1.1 Defined expressions

Words and expressions defined in the Loan Agreement or in the Mortgage shall, unless otherwise defined in this Deed, or the context otherwise requires, have the same meanings when used in this Deed.

1.2 Definitions

In this Deed, unless the context otherwise requires:

Assigned Property means all of the Owner's respective rights, title and interest in and to:

- (a) the Insurances; and
- (b) any Requisition Compensation;

Casualty Amount means one million Dollars (\$1,000,000) (or the equivalent in any other currency);

Collateral Instruments means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any indebtedness or liabilities of the Owner or any other person liable and includes any documents or instruments creating or evidencing a mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest of any kind;

Default means any Event of Default or any event or circumstance which with the giving of notice or lapse of time or the satisfaction of any other condition (or any combination thereof) would constitute an Event of Default;

Expenses means the aggregate at any relevant time (to the extent that the same have not been received or recovered by the Mortgagee) of:

- (a) all losses, liabilities, costs, charges, expenses, damages and outgoings of whatever nature (including without limitation Taxes, repair costs, registration fees and insurance premiums) suffered, incurred or paid by the Mortgagee in connection with the exercise of the powers referred to in or granted by the Loan Agreement, the Mortgage, this Deed or any other of the Security Documents or otherwise payable by the Owner in accordance with clause 11 of the Mortgage or clause 9; and
- (b) interest on all such losses, liabilities, costs, charges, expenses, damages and outgoings from the date on which the same were suffered, incurred or paid by the Mortgagee until the date of receipt or recovery thereof (whether before or after judgment) at a rate per annum calculated in accordance with clause 3.3 of the Loan Agreement (as conclusively certified by the Mortgagee);

Incapacity means, in relation to a person, the death, bankruptcy, unsoundness of mind, insolvency, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or any other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in the composition of the partnership);

Insurances means all policies and contracts of insurance (which expression includes all entries of the Ship in a protection and indemnity or war risks association) which are from time to time during the Security Period in place or taken out or entered into by or for the benefit of the Owner (whether in the sole name of the Owner or in the joint names of the Owner and the Mortgagee or otherwise) in respect of the Ship or otherwise howsoever in connection with the Ship and all benefits thereof (including claims of whatsoever nature and return of premiums);

Loss Payable Clauses means the provisions regulating the manner of payment of sums receivable under the Insurances which are to be incorporated in the relevant insurance documents, such Loss Payable Clauses to be in the forms set out in Schedule 1, or in such other forms as may from time to time be required or agreed in writing by the Mortgagee;

Mortgagee includes the successors in title and assignees and transferees of the Mortgagee;

Notice of Assignment of Insurances means a notice of assignment in the form set out in Schedule 2, or in such other form as may from time to time be required or agreed in writing by the Mortgagee;

Outstanding Indebtedness means the aggregate of the Loan, all interest accrued and accruing thereon, the Expenses and all other sums of money from time to time owing to the Mortgagee, whether actually or contingently, under the Loan Agreement and the Security Documents or any of them;

Owner includes the successors in title of the Owner;

Requisition Compensation means all moneys or other compensation from time to time payable during the Security Period by reason of the Compulsory Acquisition of the Ship;

Security Documents means the Loan Agreement, the Mortgage, this Deed, and any other such document as is defined in the Loan Agreement as a Security Document or as may have been or may hereafter be executed to guarantee and/or secure all or any part of the Loan, interest thereon and other moneys from time to time owing by the Owner pursuant to the Loan Agreement; and

Security Period means the period commencing on the date hereof and terminating upon discharge by the Mortgagee of the security created by the Security Documents by payment of all moneys payable thereunder.

1.3 Headings

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

1.4 Construction of certain terms

In this Deed, unless the context otherwise requires:

- 1.4.1 references to clauses and schedules are to be construed as references to clauses of and schedules to this Deed and references to this Deed include its schedules;
- 1.4.2 references to (or to any specified provision of) this Deed or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended in accordance with the terms thereof, or, as the case may be, with the agreement of the relevant parties;
- 1.4.3 words importing the plural shall include the singular and vice versa;
- 1.4.4 references to a person shall be construed as references to an individual, firm, company, corporation, unincorporated body of persons or any Government Entity;
- 1.4.5 references to a "guarantee" shall include references to an indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay any Indebtedness and "guaranteed" shall be construed accordingly; and
- 1.4.6 references to statutory provisions shall be construed as references to those provisions as replaced or amended or re-enacted from time to time.

1.5 Conflict with Loan Agreement

This Deed shall be read together with the Loan Agreement but in case of any conflict between the two instruments, the provisions of the Loan Agreement shall prevail.

1.6 Contracts (Rights of Third Parties) Act 1999

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

2 Assignment and application of funds

2.1 Assignment

By way of security for payment of the Outstanding Indebtedness the Owner with full title guarantee hereby assigns and agrees to assign to the Mortgagee absolutely all its rights title and interest in and to the Assigned Property and all its benefits and interests present and future therein. Provided however that:

2.1.1 Insurances

unless and until a Default shall occur and be continuing (whereupon all insurance recoveries shall be receivable by the Mortgagee and applied in accordance with clause 6.1 or clause 6.3 (as the case may be)):

- (a) any moneys payable under the Insurances (other than any money payable under any loss of earnings insurance) shall be payable in accordance with the terms of the relevant Loss Payable Clause and the Mortgagee will not in the meantime give any notification to the contrary to the insurers as contemplated by the Loss Payable Clauses; and
- (b) any insurance moneys received by the Mortgagee in respect of any major casualty (as specified in the relevant Loss Payable Clause) shall, unless prior to receipt or whilst such moneys are in the hands of the Mortgagee there shall have occurred a Default (whereupon such insurance moneys shall be applied in accordance with clause 6.1 or clause 6.3 (as the case may be)), be paid over to the Owner upon the Owner furnishing evidence satisfactory to the Mortgagee that all loss and damage resulting from such casualty has been properly made good and repaired, and that all repair accounts and other liabilities whatsoever in connection with the casualty have been fully paid and discharged by the Owner, provided however that the insurers with whom the fire and usual marine risks insurances are effected may, in the case of a major casualty, and with the previous consent in writing of the Mortgagee, make payment on account of repairs in the course of being effected.

2.2 Notice

The Owner hereby covenants and undertakes with the Mortgagee that it will from time to time upon the written request of the Mortgagee give written notice (in such form as the Mortgagee shall reasonably require) of the assignment herein contained to the persons from whom any part of the Assigned Property is or may be due.

2.3 Use of Owner's name

The Owner covenants and undertakes with the Mortgagee to do or permit to be done each and every act or thing which the Mortgagee may from time to time require to be done for the purpose of enforcing the Mortgagee's rights under this Deed and to allow its name to be used as and when required by the Mortgagee for that purpose.

2.4 Reassignment

Upon payment and discharge in full to the satisfaction of the Mortgagee of the Outstanding Indebtedness, the Mortgagee shall, at the request and cost of the Owner, re-assign the Insurances and any Requisition Compensation to the Owner or as it may direct.

2.5 Liability of Owner

The Owner shall remain liable to perform all the obligations assumed by it in relation to the Assigned Property and the Mortgagee shall be under no obligation of any kind whatsoever in respect thereof or be under any liability whatsoever in the event of any failure by the Owner to perform its obligations in respect thereof.

3 Continuing security and other matters

3.1 Continuing security

The security created by this Deed shall:

- 3.1.1 be held by the Mortgagee as a continuing security for the payment of the Outstanding Indebtedness and the performance and observance of and compliance with all of the

covenants, terms and conditions contained in the Security Documents express or implied, and that the security so created shall not be satisfied by any intermediate payment or satisfaction of any part of the amount hereby and thereby secured (or by any settlement of accounts between the Owner or any other person who may be liable to the Mortgagee in respect of the Outstanding Indebtedness or any part thereof and the Mortgagee);

3.1.2 be in addition to, and shall not in any way prejudice or affect, and may be enforced by the Mortgagee without prior recourse to, the security created by any other of the Security Documents or by any present or future Collateral Instruments, right or remedy held by or available to the Mortgagee or any right or remedy of the Mortgagee thereunder; and

3.1.3 not be in any way prejudiced or affected by the existence of any of the other Security Documents or any such Collateral Instrument, rights or remedies or by the same becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Mortgagee dealing with, exchanging, varying or failing to perfect or enforce any of the same, or giving time for payment or performance or indulgence or compounding with any other person liable.

3.2 Rights additional

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

3.3 No enquiry

The Mortgagee shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under the Mortgage and/or this Deed or to make any claim or take any action to collect any moneys hereby assigned or to enforce any rights or benefits hereby assigned to the Mortgagee or to which the Mortgagee may at any time be entitled under the Mortgage and/or this Deed.

3.4 Discharge of Mortgage

Notwithstanding that this Deed is expressed to be supplemental to the Mortgage it shall continue in full force and effect after any discharge of the Mortgage.

3.5 Liability unconditional

The rights, remedies and powers vested in the Mortgagee under this Deed shall not be affected nor shall this Deed be discharged or reduced by reason of:

3.5.1 the Incapacity or any change in the name, style or constitution of the Owner or any other person liable; or

3.5.2 the Mortgagee granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of the Owner or any other person liable or renewing, determining, varying or increasing any accommodation, facility or transaction or otherwise dealing with the same in any manner whatsoever or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Owner or any other person liable.

3.6 Certificates conclusive

Any certificate submitted by the Mortgagee to the Owner as to the amount or any part thereof secured under this Deed shall, in the absence of manifest error, be conclusive and binding on the Owner.

3.7 Collateral Instruments

The Mortgagee shall not be obliged to make any claim or demand on the Owner or to resort to any Collateral Instrument or other means of payment now or hereafter held by or available to it before enforcing this Deed and no action taken or omitted by the Mortgagee in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the security created by the Owner under this Deed and, nor shall the Mortgagee be obliged to apply any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment in reduction of the Outstanding Indebtedness.

4 Powers of Mortgagee to protect security

4.1 Protective action

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

4.2 Remedy of defaults

Without prejudice to the generality of the provisions of clause 4.1, if the Owner fails to comply with the provisions of clause 5.1.1 of the Mortgage, the Mortgagee shall become forthwith entitled (but not bound) to effect and thereafter to maintain all such insurances upon the Ship as in its discretion it may think fit in order to procure the compliance with such provisions or alternatively, to require the Ship (at the Owner's risk) to remain in, or to proceed to and retain in, a port designated by the Mortgagee until such provisions are fully complied with and the Expenses attributable to the exercise by the Mortgagee of any such powers shall be payable by the Owner on demand.

5 Powers of Mortgagee on Event of Default

5.1 Powers

At any time after the occurrence of an Event of Default the Mortgagee shall become forthwith entitled (but not bound) as and when it may see fit, to exercise in relation to the Assigned Property or any part thereof all or any of the rights, powers and remedies possessed by it as assignee and/or chargee of the Assigned Property (whether at law, by virtue of this deed or otherwise) and in particular (without limiting the generality of the foregoing):

- 5.1.1 to take possession of the Ship;
- 5.1.2 to require that all policies, contracts, certificates of entry and other records relating to the Insurances (including details of and correspondence concerning outstanding claims) be delivered forthwith to such adjusters and/or brokers and/or other insurers as the Mortgagee may nominate;
- 5.1.3 to collect, recover, compromise and give a good discharge for, all claims then outstanding or thereafter arising under the Insurances or any of them or in respect of the Requisition Compensation or any part thereof, and to take over or institute (if necessary using the name of the Owner) all such proceedings in connection therewith as the Mortgagee in its absolute discretion thinks fit, and, in the case of the Insurances, to permit the brokers through whom collection or recovery is effected to charge the usual brokerage therefor;
- 5.1.4 to discharge, compound, release or compromise claims in respect of the Insurances or Requisition Compensation or any part thereof which have given or may give rise to any charge or lien or other claim on the Insurances or Requisition Compensation or any part thereof or

which are or may be enforceable by proceedings against the Insurances or Requisition Compensation or any part thereof;

- 5.1.5 to sell the Ship or any share or interest therein with or without prior notice to the Owner and with or without the benefit of any charterparty, and free from any claim by the Owner (whether in admiralty, in equity, at law or by statute) by public auction or private contract, at such place and upon such terms as the Mortgagee in its absolute discretion may determine, with power to postpone any such sale, and without being answerable for any loss occasioned by such sale or resulting from postponement thereof and with power, where the Mortgagee purchases the Ship, to make payment of the sale price by making an equivalent reduction in the amount of the Outstanding Indebtedness in the manner referred to in clause 6.1;
- 5.1.6 to manage, insure, maintain and repair the Ship, and to employ, sail or lay up the Ship in such manner and for such period as the Mortgagee, in its absolute discretion, deems expedient accounting only for net profits arising from any such employment; and
- 5.1.7 to recover from the Owner on demand all Expenses incurred or paid by the Mortgagee in connection with the exercise of the powers (or any of them) referred to in this clause 5.1.

Without prejudice to the ability of the Mortgagee to exercise its rights under this clause 5.1, the Mortgagee agrees that it will give notice to the Owner of any sale of the Ship or any share or interest therein at the time of any such sale.

6 Application of moneys

6.1 Application

All moneys received by the Mortgagee in respect of:

- 6.1.1 sale of the Ship or any share or interest therein;
- 6.1.2 recovery under the Insurances (other than under any loss of earnings insurance and any such sum or sums as may have been received by the Mortgagee in accordance with the relevant Loss Payable Clause in respect of a major casualty as therein defined and paid over to the Owner as provided in clause 2.1.1(b) or which fall to be otherwise applied under clause 6.3); and
- 6.1.3 Requisition Compensation

shall be held by it upon trust in the first place to pay or make good the Expenses and the balance shall be applied by the Mortgagee in the manner specified in clause 14.1 of the Loan Agreement.

6.2 Shortfalls

In the event that the balance referred to in clause 6.1 is insufficient to pay in full the whole of the Outstanding Indebtedness, the Mortgagee shall be entitled to collect the shortfall from the Owner or any other person liable for the time being therefor.

6.3 Application of Insurances received by Mortgagee

Subject to clause 6.1, any moneys received by the Mortgagee or any Receiver in respect of the Insurances (other than in respect of a Total Loss) shall:

- 6.3.1 if received by the Mortgagee, or in the hands of the Mortgagee, after the occurrence of a Default which is continuing but prior to the occurrence of an Event of Default, be retained by the Mortgagee, and shall be paid over by the Mortgagee, to the Owner at such times, in such amounts and for such purposes and/or shall be applied by the Mortgagee, in or towards satisfaction of any sums from time to time accruing due and payable by the Owner under the

Security Documents or any of them or by virtue of payment demanded thereunder, in each case as the Mortgagee, may in its absolute discretion determine; or

- 6.3.2 if received by the Mortgagee, or in the hands of the Mortgagee, after the occurrence of an Event of Default, be applied by the Mortgagee, in the manner specified in clause 6.1 and/or clause 6.3.1, as the Mortgagee, may in its absolute discretion determine.

7 Attorney

7.1 Appointment

By way of security, the Owner hereby irrevocably appoints the Mortgagee to be its attorney generally for and in its name and on its behalf, and as its act and deed or otherwise to execute, seal and deliver and otherwise perfect and do all such deeds, assurances, agreements, instruments, acts and things which may be required for the full exercise of all or any of the rights, powers or remedies conferred by the Mortgage, this Deed, the Loan Agreement or any of the other Security Documents, or which may be deemed proper in or in connection with all or any of the purposes aforesaid (including, in the case of the Owner and without prejudice to the generality of the foregoing, the execution of a bill of sale of the Ship). The power hereby conferred shall be a general power of attorney under the Powers of Attorney Act 1971, and the Owner ratifies and confirms, and agrees to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Mortgagee may execute or do pursuant thereto. Provided always that such power shall not be exercisable by or on behalf of the Mortgagee until the happening of any Event of Default which is continuing.

7.2 Exercise of power

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

7.3 Filings

The Owner hereby irrevocably appoints the Mortgagee to be its attorney in its name and on its behalf and as its act and deed or otherwise of it to agree the form of and to execute and do all deeds, instruments, acts and things in order to file, record, register or enrol the Mortgage and/or this Deed in any court, public office or elsewhere which the Mortgagee may in its discretion consider necessary or advisable, now or in the future, to ensure the legality, validity, enforceability or admissibility in evidence thereof and any other assurance, document, act or thing required to be executed by the Owner pursuant to clause 8.

8 Further assurance

The Owner hereby further undertakes, at its own expense, from time to time to execute, sign, perfect, do and (if required) register every such further assurance, document, act or thing as in the opinion of the Mortgagee may be necessary or desirable for the purpose of more effectually mortgaging and charging the Assigned Property or perfecting the security constituted or intended to be constituted by the Mortgage and this Deed.

9 Costs, indemnities and payments

9.1 Costs

The Owner shall pay to the Mortgagee on demand on a full indemnity basis all properly incurred expenses or liabilities of whatever nature (including legal fees, fees of insurance advisers, printing, out-of-pocket expenses, stamp duties, registration fees and other duties or charges) together with any value added tax or similar tax payable in respect thereof, incurred by the

Mortgagee in connection with the exercise or enforcement of, or preservation of any rights under the Mortgage, this Deed or otherwise in respect of the Outstanding Indebtedness and the security therefor, or in connection with the preparation, completion, execution or registration of the Mortgage and this Deed.

9.2 Mortgagee's indemnity

The Owner hereby agrees and undertakes to indemnify the Mortgagee against all losses, actions, claims, expenses, demands, obligations and liabilities whatever and whenever arising which may now or hereafter be incurred by the Mortgagee or by any manager, agent, officer or employee for whose liability, act or omission it or he may be answerable in respect of, in relation to, or in connection with anything done or omitted in the exercise or purported exercise of the powers contained in this Deed or otherwise in connection with such powers or with this Deed or with the Ship, its Requisition Compensation and Insurances or otherwise howsoever in relation to, or in connection with, any of the matters dealt with in this Deed.

10 Remedies cumulative and other provisions

10.1 No implied waivers; remedies cumulative

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

10.2 Delegation

The Mortgagee shall be entitled, at any time and as often as may be expedient, to delegate all or any of the powers and discretions vested in it by the Mortgage and this Deed (including the power vested in it by virtue of clause 7) or any of the other Security Documents in such manner, upon such terms, and to such persons as the Mortgagee in its absolute discretion may think fit.

10.3 Incidental powers

The Mortgagee shall be entitled to do all acts and things incidental or conducive to the exercise of any of the rights, powers or remedies possessed by it as mortgagee of the Ship (whether at law, under the Mortgage and/or this Deed or otherwise) and in particular (but without prejudice to the generality of the foregoing) upon becoming entitled to exercise any of its powers under clause 5.1, the Mortgagee shall be entitled to discharge any cargo on board the Ship (whether the same shall belong to the Owner or any other person) and to enter into such other arrangements in respect of the Ship, her insurances, management, maintenance, repair, classification and employment in all respects as if the Mortgagee was the owner of the Ship, but without being responsible for any loss incurred as a result of the Mortgagee doing or omitting to do any such acts or things as aforesaid.

11 Notices

The provisions of clause 16.1 of the Loan Agreement shall apply mutatis mutandis in respect of any certificate, notice, demand or other communication given or made under this Deed.

12 Benefit of this Deed

This Deed shall be binding upon the Owner and its successors in title and shall enure for the benefit of the Mortgagee and its respective successors in title, Assignees and Transferees. The Owner expressly acknowledges and accepts the provisions of clause 15 of the Loan Agreement and agrees that any person in favour of whom an assignment or transfer is made in accordance with such clause shall be entitled to the benefit of this Deed. Subject to the foregoing provisions of this clause 12, no term of this Deed is enforceable by a person who is party to it.

13 Counterparts

This Deed may be entered into in the form of two counterparts, each executed by one of the parties, and, provided both the parties shall so execute this Deed, each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original but, taken together, they shall constitute one instrument.

14 Severability of provisions

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

15 Law and jurisdiction

15.1 Law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

15.2 Submission to jurisdiction

For the benefit of the Mortgagee, the parties hereto irrevocably agree that any legal action or proceedings in connection with this Deed and any non-contractual obligations arising out of or in connection with this Deed may be brought in the English courts, or in the courts of any other country chosen by the Mortgagee, each of which shall have jurisdiction to settle any disputes arising out of or in connection with this Deed. The Owner irrevocably and unconditionally submits to the jurisdiction of the English courts and the courts of any country chosen by the Mortgagee. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Mortgagee to take proceedings against the Owner in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

The parties further agree that only the courts of England and not those of any other State shall have jurisdiction to determine any claim which the Owner may have against the Mortgagee arising out of or in connection with this Deed.

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

Schedule 1 Form of Loss Payable Clauses

(1) Hull and machinery (marine and war risks)

By a Deed of Assignment dated [•] 2020, "K" Line Bulk Shipping (UK) Limited of 6th Floor, 200 Aldersgate Street, London EC1A 4HD, United Kingdom (the **Owner**) assigned to Mizuho Bank Ltd., London Branch of Mizuho House, 30 Old Bailey, London EC4M 7AU (the **Assignee**) all the Owner's rights, title and interest in and to all policies and contracts of insurance from time to time taken out or entered into by or for the benefit of the Owner in respect of the vessel m.v. "CLIFTON BAY" and accordingly:

- (a) all claims hereunder in respect of an actual or constructive or compromised or arranged total loss, and all claims in respect of a major casualty (that is to say any casualty the claim in respect of which exceeds one million Dollars (\$1,000,000) (or the equivalent in any other currency inclusive of any deductible)) shall be paid in full to the Assignee or to its order; and
- (b) all other claims hereunder shall be paid in full to the Owner or to its order, unless and until the Assignee shall have notified insurers hereunder to the contrary, whereupon all such claims shall be paid to the Assignee or to its order.

Notwithstanding anything to the contrary contained in this Loss Payable Clause and Notice of Assignment incorporated in the Policy, unless and until the Underwriters receive written notice from the Assignee to the contrary, the Underwriters shall be empowered to arrange for a collision and/or salvage guarantee to be given when required by the Assignor in order to prevent the arrest or attachment of the Vessel or to secure release of the Vessel from the arrest or attachment following a casualty and in such case, the Assignee shall be informed thereof. Where a guarantee has been given as aforesaid and the Underwriters are required to pay any sum under such guarantee in respect of such claim, such sum shall be automatically released to the Assignor or its order without the prior consent of the Assignee.

(2) Protection and indemnity risks

Payment of any recovery which "K" Line Bulk Shipping (UK) Limited of 6th Floor, 200 Aldersgate Street, London EC1A 4HD, United Kingdom (the **Owner**) is entitled to make out of the funds of the Association in respect of any liability, costs or expenses incurred by the Owner, shall be made to the Owner or to its order, unless and until the Association receives notice to the contrary from Mizuho Bank, Ltd., London Branch of Mizuho House, 30 Old Bailey, London EC4M 7AU (the **Mortgagee**) in which event all recoveries shall thereafter be paid to the Mortgagee or their order; provided always that no liability whatsoever shall attach to the Association, its Managers or their agents for failure to comply with the latter obligation until the expiry of two clear business days from the receipt of such notice.

Schedule 2
Form of Notice of Assignment of Insurances

Notice of Assignment
(For attachment by way of endorsement to the Policy)

"K" Line Bulk Shipping (UK) Limited of 6th Floor, 200 Aldersgate Street, London EC1A 4HD, United Kingdom the owners of the m.v. "CLIFTON BAY" HEREBY GIVES NOTICE that by a Deed of Assignment dated [•] 2020 and entered into by us with Mizuho Bank, Ltd., London Branch of Mizuho House, 30 Old Bailey, London EC4M 7AU there has been assigned by us to Mizuho Bank, Ltd., London Branch as mortgagee of the said vessel all insurances in respect thereof, including the insurances constituted by the policy whereon this notice is endorsed.

Signed

[•], Attorney-in-fact
For and on behalf of

"K" LINE BULK SHIPPING (UK) LIMITED

Dated [•] 2020

EXECUTED as a DEED and DELIVERED)
by JITSUD NARITA)
for and on behalf of)
"K" LINE BULK SHIPPING (UK) LIMITED)
pursuant to a power of attorney)
dated 16 July 2020)
in the presence of:)



.....
Attorney-in-Fact



Witness
Ryo Kato

EXECUTED as a DEED and DELIVERED)
by)
for and on behalf of)
MIZUHO BANK, LTD., LONDON BRANCH)
in the presence of:)

.....
Authorised Signatory

.....
Witness

Dated **31 July** **2020**

"K" LINE BULK SHIPPING (UK) LIMITED **(1)**

and

MIZUHO BANK, LTD., LONDON BRANCH **(2)**

GENERAL ASSIGNMENT
relating to m.v. "CLIFTON BAY"

 **NORTON ROSE FULBRIGHT**

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THIS DEED OF ASSIGNMENT is dated 31 July 2020 and made BETWEEN:

- (1) "K" LINE BULK SHIPPING (UK) LIMITED a company incorporated in England whose registered office is at 6th Floor, 200 Aldersgate Street, London EC1A 4HD, United Kingdom (the Owner); and
- (2) MIZUHO BANK, LTD., LONDON BRANCH a company incorporated under the laws of Japan whose registered office is at 1-5-5 Otemachi, Chiyoda-Ku, Tokyo 100-8176, Japan acting for the purposes of this Deed through its London branch at Mizuho House, 30 Old Bailey, London EC4M 7AU (the Mortgagee).

WHEREAS:

- (A) by an Agreement dated 28 July 2020 (the Loan Agreement) and made between (1) the Owner (therein referred to as the Borrower) and (2) the Mortgagee (therein referred to as the Bank), the Bank agreed (inter alia) to advance by way of a loan to the Owner, upon the terms and conditions therein contained, a loan of up to USD 13,900,000 (the Loan);
- (B) pursuant to the Loan Agreement there has been executed by the Owner in favour of the Mortgagee a first preferred ship mortgage dated on or about the date hereof (the Mortgage) on the Vessel m.v. "CLIFTON BAY" documented in the name of the Owner under the laws and flag of the Republic of Panama and more particularly described in the Patente of Navigation Number 43378-TJ (the Ship) and the Mortgage has been or will be registered in accordance with the provisions of Law 55 of 6 August 2008 of the Republic of Panama and of the pertinent provisions of the Civil Code and other laws of the Republic of Panama as security for the payment by the Owner of the Outstanding Indebtedness (as that expression is defined in the Mortgage);
- (C) the Loan Agreement provided (inter alia) that as a condition precedent to the advance of the Loan, the Owner should enter into a deed supplemental to the Mortgage substantially in the form of this Deed, to secure (inter alia) all sums of money from time to time owing to the Mortgagee under the Loan Agreement and the Security Documents; and
- (D) this Deed is supplemental to the Loan Agreement and the Mortgage and to the security thereby created but shall nonetheless continue in full force and effect notwithstanding any discharge of the Mortgage.

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

1 Definitions

1.1 Defined expressions

Words and expressions defined in the Loan Agreement or in the Mortgage shall, unless otherwise defined in this Deed, or the context otherwise requires, have the same meanings when used in this Deed.

1.2 Definitions

In this Deed, unless the context otherwise requires:

Assigned Property means all of the Owner's respective rights, title and interest in and to:

- (a) the Insurances; and
- (b) any Requisition Compensation;

Casualty Amount means one million Dollars (\$1,000,000) (or the equivalent in any other currency);

Collateral Instruments means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any indebtedness or liabilities of the Owner or any other person liable and includes any documents or instruments creating or evidencing a mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest of any kind;

Default means any Event of Default or any event or circumstance which with the giving of notice or lapse of time or the satisfaction of any other condition (or any combination thereof) would constitute an Event of Default;

Expenses means the aggregate at any relevant time (to the extent that the same have not been received or recovered by the Mortgagee) of:

- (a) all losses, liabilities, costs, charges, expenses, damages and outgoings of whatever nature (including without limitation Taxes, repair costs, registration fees and insurance premiums) suffered, incurred or paid by the Mortgagee in connection with the exercise of the powers referred to in or granted by the Loan Agreement, the Mortgage, this Deed or any other of the Security Documents or otherwise payable by the Owner in accordance with clause 11 of the Mortgage or clause 9; and
- (b) interest on all such losses, liabilities, costs, charges, expenses, damages and outgoings from the date on which the same were suffered, incurred or paid by the Mortgagee until the date of receipt or recovery thereof (whether before or after judgment) at a rate per annum calculated in accordance with clause 3.3 of the Loan Agreement (as conclusively certified by the Mortgagee);

Incapacity means, in relation to a person, the death, bankruptcy, unsoundness of mind, insolvency, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or any other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in the composition of the partnership);

Insurances means all policies and contracts of insurance (which expression includes all entries of the Ship in a protection and indemnity or war risks association) which are from time to time during the Security Period in place or taken out or entered into by or for the benefit of the Owner (whether in the sole name of the Owner or in the joint names of the Owner and the Mortgagee or otherwise) in respect of the Ship or otherwise howsoever in connection with the Ship and all benefits thereof (including claims of whatsoever nature and return of premiums);

Loss Payable Clauses means the provisions regulating the manner of payment of sums receivable under the Insurances which are to be incorporated in the relevant insurance documents, such Loss Payable Clauses to be in the forms set out in Schedule 1, or in such other forms as may from time to time be required or agreed in writing by the Mortgagee;

Mortgagee includes the successors in title and assignees and transferees of the Mortgagee;

Notice of Assignment of Insurances means a notice of assignment in the form set out in Schedule 2, or in such other form as may from time to time be required or agreed in writing by the Mortgagee;

Outstanding Indebtedness means the aggregate of the Loan, all interest accrued and accruing thereon, the Expenses and all other sums of money from time to time owing to the Mortgagee, whether actually or contingently, under the Loan Agreement and the Security Documents or any of them;

Owner includes the successors in title of the Owner;

Requisition Compensation means all moneys or other compensation from time to time payable during the Security Period by reason of the Compulsory Acquisition of the Ship;

Security Documents means the Loan Agreement, the Mortgage, this Deed, and any other such document as is defined in the Loan Agreement as a Security Document or as may have been or may hereafter be executed to guarantee and/or secure all or any part of the Loan, interest thereon and other moneys from time to time owing by the Owner pursuant to the Loan Agreement; and

Security Period means the period commencing on the date hereof and terminating upon discharge by the Mortgagee of the security created by the Security Documents by payment of all moneys payable thereunder.

1.3 Headings

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

1.4 Construction of certain terms

In this Deed, unless the context otherwise requires:

- 1.4.1 references to clauses and schedules are to be construed as references to clauses of and schedules to this Deed and references to this Deed include its schedules;
- 1.4.2 references to (or to any specified provision of) this Deed or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended in accordance with the terms thereof, or, as the case may be, with the agreement of the relevant parties;
- 1.4.3 words importing the plural shall include the singular and vice versa;
- 1.4.4 references to a person shall be construed as references to an individual, firm, company, corporation, unincorporated body of persons or any Government Entity;
- 1.4.5 references to a "guarantee" shall include references to an indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay any Indebtedness and "guaranteed" shall be construed accordingly; and
- 1.4.6 references to statutory provisions shall be construed as references to those provisions as replaced or amended or re-enacted from time to time.

1.5 Conflict with Loan Agreement

This Deed shall be read together with the Loan Agreement but in case of any conflict between the two instruments, the provisions of the Loan Agreement shall prevail.

1.6 Contracts (Rights of Third Parties) Act 1999

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

2 Assignment and application of funds

2.1 Assignment

By way of security for payment of the Outstanding Indebtedness the Owner with full title guarantee hereby assigns and agrees to assign to the Mortgagee absolutely all its rights title and interest in and to the Assigned Property and all its benefits and interests present and future therein. Provided however that:

2.1.1 Insurances

unless and until a Default shall occur and be continuing (whereupon all insurance recoveries shall be receivable by the Mortgagee and applied in accordance with clause 6.1 or clause 6.3 (as the case may be)):

- (a) any moneys payable under the Insurances (other than any money payable under any loss of earnings insurance) shall be payable in accordance with the terms of the relevant Loss Payable Clause and the Mortgagee will not in the meantime give any notification to the contrary to the insurers as contemplated by the Loss Payable Clauses; and
- (b) any insurance moneys received by the Mortgagee in respect of any major casualty (as specified in the relevant Loss Payable Clause) shall, unless prior to receipt or whilst such moneys are in the hands of the Mortgagee there shall have occurred a Default (whereupon such insurance moneys shall be applied in accordance with clause 6.1 or clause 6.3 (as the case may be)), be paid over to the Owner upon the Owner furnishing evidence satisfactory to the Mortgagee that all loss and damage resulting from such casualty has been properly made good and repaired, and that all repair accounts and other liabilities whatsoever in connection with the casualty have been fully paid and discharged by the Owner, provided however that the insurers with whom the fire and usual marine risks insurances are effected may, in the case of a major casualty, and with the previous consent in writing of the Mortgagee, make payment on account of repairs in the course of being effected.

2.2 Notice

The Owner hereby covenants and undertakes with the Mortgagee that it will from time to time upon the written request of the Mortgagee give written notice (in such form as the Mortgagee shall reasonably require) of the assignment herein contained to the persons from whom any part of the Assigned Property is or may be due.

2.3 Use of Owner's name

The Owner covenants and undertakes with the Mortgagee to do or permit to be done each and every act or thing which the Mortgagee may from time to time require to be done for the purpose of enforcing the Mortgagee's rights under this Deed and to allow its name to be used as and when required by the Mortgagee for that purpose.

2.4 Reassignment

Upon payment and discharge in full to the satisfaction of the Mortgagee of the Outstanding Indebtedness, the Mortgagee shall, at the request and cost of the Owner, re-assign the Insurances and any Requisition Compensation to the Owner or as it may direct.

2.5 Liability of Owner

The Owner shall remain liable to perform all the obligations assumed by it in relation to the Assigned Property and the Mortgagee shall be under no obligation of any kind whatsoever in respect thereof or be under any liability whatsoever in the event of any failure by the Owner to perform its obligations in respect thereof.

3 Continuing security and other matters

3.1 Continuing security

The security created by this Deed shall:

- 3.1.1 be held by the Mortgagee as a continuing security for the payment of the Outstanding Indebtedness and the performance and observance of and compliance with all of the

covenants, terms and conditions contained in the Security Documents express or implied, and that the security so created shall not be satisfied by any intermediate payment or satisfaction of any part of the amount hereby and thereby secured (or by any settlement of accounts between the Owner or any other person who may be liable to the Mortgagee in respect of the Outstanding Indebtedness or any part thereof and the Mortgagee);

3.1.2 be in addition to, and shall not in any way prejudice or affect, and may be enforced by the Mortgagee without prior recourse to, the security created by any other of the Security Documents or by any present or future Collateral Instruments, right or remedy held by or available to the Mortgagee or any right or remedy of the Mortgagee thereunder; and

3.1.3 not be in any way prejudiced or affected by the existence of any of the other Security Documents or any such Collateral Instrument, rights or remedies or by the same becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Mortgagee dealing with, exchanging, varying or failing to perfect or enforce any of the same, or giving time for payment or performance or indulgence or compounding with any other person liable.

3.2 Rights additional

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

3.3 No enquiry

The Mortgagee shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under the Mortgage and/or this Deed or to make any claim or take any action to collect any moneys hereby assigned or to enforce any rights or benefits hereby assigned to the Mortgagee or to which the Mortgagee may at any time be entitled under the Mortgage and/or this Deed.

3.4 Discharge of Mortgage

Notwithstanding that this Deed is expressed to be supplemental to the Mortgage it shall continue in full force and effect after any discharge of the Mortgage.

3.5 Liability unconditional

The rights, remedies and powers vested in the Mortgagee under this Deed shall not be affected nor shall this Deed be discharged or reduced by reason of:

3.5.1 the Incapacity or any change in the name, style or constitution of the Owner or any other person liable; or

3.5.2 the Mortgagee granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of the Owner or any other person liable or renewing, determining, varying or increasing any accommodation, facility or transaction or otherwise dealing with the same in any manner whatsoever or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Owner or any other person liable.

3.6 Certificates conclusive

Any certificate submitted by the Mortgagee to the Owner as to the amount or any part thereof secured under this Deed shall, in the absence of manifest error, be conclusive and binding on the Owner.

3.7 Collateral Instruments

The Mortgagee shall not be obliged to make any claim or demand on the Owner or to resort to any Collateral Instrument or other means of payment now or hereafter held by or available to it before enforcing this Deed and no action taken or omitted by the Mortgagee in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the security created by the Owner under this Deed and, nor shall the Mortgagee be obliged to apply any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment in reduction of the Outstanding Indebtedness.

4 Powers of Mortgagee to protect security

4.1 Protective action

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

4.2 Remedy of defaults

Without prejudice to the generality of the provisions of clause 4.1, if the Owner fails to comply with the provisions of clause 5.1.1 of the Mortgage, the Mortgagee shall become forthwith entitled (but not bound) to effect and thereafter to maintain all such insurances upon the Ship as in its discretion it may think fit in order to procure the compliance with such provisions or alternatively, to require the Ship (at the Owner's risk) to remain in, or to proceed to and retain in, a port designated by the Mortgagee until such provisions are fully complied with and the Expenses attributable to the exercise by the Mortgagee of any such powers shall be payable by the Owner on demand.

5 Powers of Mortgagee on Event of Default

5.1 Powers

At any time after the occurrence of an Event of Default the Mortgagee shall become forthwith entitled (but not bound) as and when it may see fit, to exercise in relation to the Assigned Property or any part thereof all or any of the rights, powers and remedies possessed by it as assignee and/or chargee of the Assigned Property (whether at law, by virtue of this deed or otherwise) and in particular (without limiting the generality of the foregoing):

- 5.1.1 to take possession of the Ship;
- 5.1.2 to require that all policies, contracts, certificates of entry and other records relating to the Insurances (including details of and correspondence concerning outstanding claims) be delivered forthwith to such adjusters and/or brokers and/or other insurers as the Mortgagee may nominate;
- 5.1.3 to collect, recover, compromise and give a good discharge for, all claims then outstanding or thereafter arising under the Insurances or any of them or in respect of the Requisition Compensation or any part thereof, and to take over or institute (if necessary using the name of the Owner) all such proceedings in connection therewith as the Mortgagee in its absolute discretion thinks fit, and, in the case of the Insurances, to permit the brokers through whom collection or recovery is effected to charge the usual brokerage therefor;
- 5.1.4 to discharge, compound, release or compromise claims in respect of the Insurances or Requisition Compensation or any part thereof which have given or may give rise to any charge or lien or other claim on the Insurances or Requisition Compensation or any part thereof or

which are or may be enforceable by proceedings against the Insurances or Requisition Compensation or any part thereof;

- 5.1.5 to sell the Ship or any share or interest therein with or without prior notice to the Owner and with or without the benefit of any charterparty, and free from any claim by the Owner (whether in admiralty, in equity, at law or by statute) by public auction or private contract, at such place and upon such terms as the Mortgagee in its absolute discretion may determine, with power to postpone any such sale, and without being answerable for any loss occasioned by such sale or resulting from postponement thereof and with power, where the Mortgagee purchases the Ship, to make payment of the sale price by making an equivalent reduction in the amount of the Outstanding Indebtedness in the manner referred to in clause 6.1;
- 5.1.6 to manage, insure, maintain and repair the Ship, and to employ, sail or lay up the Ship in such manner and for such period as the Mortgagee, in its absolute discretion, deems expedient accounting only for net profits arising from any such employment; and
- 5.1.7 to recover from the Owner on demand all Expenses incurred or paid by the Mortgagee in connection with the exercise of the powers (or any of them) referred to in this clause 5.1.

Without prejudice to the ability of the Mortgagee to exercise its rights under this clause 5.1, the Mortgagee agrees that it will give notice to the Owner of any sale of the Ship or any share or interest therein at the time of any such sale.

6 Application of moneys

6.1 Application

All moneys received by the Mortgagee in respect of:

- 6.1.1 sale of the Ship or any share or interest therein;
 - 6.1.2 recovery under the Insurances (other than under any loss of earnings insurance and any such sum or sums as may have been received by the Mortgagee in accordance with the relevant Loss Payable Clause in respect of a major casualty as therein defined and paid over to the Owner as provided in clause 2.1.1(b) or which fall to be otherwise applied under clause 6.3); and
 - 6.1.3 Requisition Compensation
- shall be held by it upon trust in the first place to pay or make good the Expenses and the balance shall be applied by the Mortgagee in the manner specified in clause 14.1 of the Loan Agreement.

6.2 Shortfalls

In the event that the balance referred to in clause 6.1 is insufficient to pay in full the whole of the Outstanding Indebtedness, the Mortgagee shall be entitled to collect the shortfall from the Owner or any other person liable for the time being therefor.

6.3 Application of Insurances received by Mortgagee

Subject to clause 6.1, any moneys received by the Mortgagee or any Receiver in respect of the Insurances (other than in respect of a Total Loss) shall:

- 6.3.1 if received by the Mortgagee, or in the hands of the Mortgagee, after the occurrence of a Default which is continuing but prior to the occurrence of an Event of Default, be retained by the Mortgagee, and shall be paid over by the Mortgagee, to the Owner at such times, in such amounts and for such purposes and/or shall be applied by the Mortgagee, in or towards satisfaction of any sums from time to time accruing due and payable by the Owner under the

Security Documents or any of them or by virtue of payment demanded thereunder, in each case as the Mortgagee, may in its absolute discretion determine; or

- 6.3.2 if received by the Mortgagee, or in the hands of the Mortgagee, after the occurrence of an Event of Default, be applied by the Mortgagee, in the manner specified in clause 6.1 and/or clause 6.3.1, as the Mortgagee, may in its absolute discretion determine.

7 Attorney

7.1 Appointment

By way of security, the Owner hereby irrevocably appoints the Mortgagee to be its attorney generally for and in its name and on its behalf, and as its act and deed or otherwise to execute, seal and deliver and otherwise perfect and do all such deeds, assurances, agreements, instruments, acts and things which may be required for the full exercise of all or any of the rights, powers or remedies conferred by the Mortgage, this Deed, the Loan Agreement or any of the other Security Documents, or which may be deemed proper in or in connection with all or any of the purposes aforesaid (including, in the case of the Owner and without prejudice to the generality of the foregoing, the execution of a bill of sale of the Ship). The power hereby conferred shall be a general power of attorney under the Powers of Attorney Act 1971, and the Owner ratifies and confirms, and agrees to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Mortgagee may execute or do pursuant thereto. Provided always that such power shall not be exercisable by or on behalf of the Mortgagee until the happening of any Event of Default which is continuing.

7.2 Exercise of power

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

7.3 Filings

The Owner hereby irrevocably appoints the Mortgagee to be its attorney in its name and on its behalf and as its act and deed or otherwise of it to agree the form of and to execute and do all deeds, instruments, acts and things in order to file, record, register or enrol the Mortgage and/or this Deed in any court, public office or elsewhere which the Mortgagee may in its discretion consider necessary or advisable, now or in the future, to ensure the legality, validity, enforceability or admissibility in evidence thereof and any other assurance, document, act or thing required to be executed by the Owner pursuant to clause 8.

8 Further assurance

The Owner hereby further undertakes, at its own expense, from time to time to execute, sign, perfect, do and (if required) register every such further assurance, document, act or thing as in the opinion of the Mortgagee may be necessary or desirable for the purpose of more effectually mortgaging and charging the Assigned Property or perfecting the security constituted or intended to be constituted by the Mortgage and this Deed.

9 Costs, indemnities and payments

9.1 Costs

The Owner shall pay to the Mortgagee on demand on a full indemnity basis all properly incurred expenses or liabilities of whatever nature (including legal fees, fees of insurance advisers, printing, out-of-pocket expenses, stamp duties, registration fees and other duties or charges) together with any value added tax or similar tax payable in respect thereof, incurred by the

Mortgagee in connection with the exercise or enforcement of, or preservation of any rights under the Mortgage, this Deed or otherwise in respect of the Outstanding Indebtedness and the security therefor, or in connection with the preparation, completion, execution or registration of the Mortgage and this Deed.

9.2 Mortgagee's indemnity

The Owner hereby agrees and undertakes to indemnify the Mortgagee against all losses, actions, claims, expenses, demands, obligations and liabilities whatever and whenever arising which may now or hereafter be incurred by the Mortgagee or by any manager, agent, officer or employee for whose liability, act or omission it or he may be answerable in respect of, in relation to, or in connection with anything done or omitted in the exercise or purported exercise of the powers contained in this Deed or otherwise in connection with such powers or with this Deed or with the Ship, its Requisition Compensation and Insurances or otherwise howsoever in relation to, or in connection with, any of the matters dealt with in this Deed.

10 Remedies cumulative and other provisions

10.1 No implied waivers; remedies cumulative

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

10.2 Delegation

The Mortgagee shall be entitled, at any time and as often as may be expedient, to delegate all or any of the powers and discretions vested in it by the Mortgage and this Deed (including the power vested in it by virtue of clause 7) or any of the other Security Documents in such manner, upon such terms, and to such persons as the Mortgagee in its absolute discretion may think fit.

10.3 Incidental powers

The Mortgagee shall be entitled to do all acts and things incidental or conducive to the exercise of any of the rights, powers or remedies possessed by it as mortgagee of the Ship (whether at law, under the Mortgage and/or this Deed or otherwise) and in particular (but without prejudice to the generality of the foregoing) upon becoming entitled to exercise any of its powers under clause 5.1, the Mortgagee shall be entitled to discharge any cargo on board the Ship (whether the same shall belong to the Owner or any other person) and to enter into such other arrangements in respect of the Ship, her insurances, management, maintenance, repair, classification and employment in all respects as if the Mortgagee was the owner of the Ship, but without being responsible for any loss incurred as a result of the Mortgagee doing or omitting to do any such acts or things as aforesaid.

11 Notices

The provisions of clause 16.1 of the Loan Agreement shall apply mutatis mutandis in respect of any certificate, notice, demand or other communication given or made under this Deed.

12 Benefit of this Deed

This Deed shall be binding upon the Owner and its successors in title and shall enure for the benefit of the Mortgagee and its respective successors in title, Assignees and Transferees. The Owner expressly acknowledges and accepts the provisions of clause 15 of the Loan Agreement and agrees that any person in favour of whom an assignment or transfer is made in accordance with such clause shall be entitled to the benefit of this Deed. Subject to the foregoing provisions of this clause 12, no term of this Deed is enforceable by a person who is party to it.

13 Counterparts

This Deed may be entered into in the form of two counterparts, each executed by one of the parties, and, provided both the parties shall so execute this Deed, each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original but, taken together, they shall constitute one instrument.

14 Severability of provisions

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

15 Law and jurisdiction

15.1 Law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

15.2 Submission to jurisdiction

For the benefit of the Mortgagee, the parties hereto irrevocably agree that any legal action or proceedings in connection with this Deed and any non-contractual obligations arising out of or in connection with this Deed may be brought in the English courts, or in the courts of any other country chosen by the Mortgagee, each of which shall have jurisdiction to settle any disputes arising out of or in connection with this Deed. The Owner irrevocably and unconditionally submits to the jurisdiction of the English courts and the courts of any country chosen by the Mortgagee. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Mortgagee to take proceedings against the Owner in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

The parties further agree that only the courts of England and not those of any other State shall have jurisdiction to determine any claim which the Owner may have against the Mortgagee arising out of or in connection with this Deed.

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

Schedule 1 Form of Loss Payable Clauses

(1) Hull and machinery (marine and war risks)

By a Deed of Assignment dated [*] 2020, "K" Line Bulk Shipping (UK) Limited of 6th Floor, 200 Aldersgate Street, London EC1A 4HD, United Kingdom (the **Owner**) assigned to Mizuho Bank Ltd., London Branch of Mizuho House, 30 Old Bailey, London EC4M 7AU (the **Assignee**) all the Owner's rights, title and interest in and to all policies and contracts of insurance from time to time taken out or entered into by or for the benefit of the Owner in respect of the vessel m.v. "CLIFTON BAY" and accordingly:

- (a) all claims hereunder in respect of an actual or constructive or compromised or arranged total loss, and all claims in respect of a major casualty (that is to say any casualty the claim in respect of which exceeds one million Dollars (\$1,000,000) (or the equivalent in any other currency inclusive of any deductible)) shall be paid in full to the Assignee or to its order; and
- (b) all other claims hereunder shall be paid in full to the Owner or to its order, unless and until the Assignee shall have notified insurers hereunder to the contrary, whereupon all such claims shall be paid to the Assignee or to its order.

Notwithstanding anything to the contrary contained in this Loss Payable Clause and Notice of Assignment incorporated in the Policy, unless and until the Underwriters receive written notice from the Assignee to the contrary, the Underwriters shall be empowered to arrange for a collision and/or salvage guarantee to be given when required by the Assignor in order to prevent the arrest or attachment of the Vessel or to secure release of the Vessel from the arrest or attachment following a casualty and in such case, the Assignee shall be informed thereof. Where a guarantee has been given as aforesaid and the Underwriters are required to pay any sum under such guarantee in respect of such claim, such sum shall be automatically released to the Assignor or its order without the prior consent of the Assignee.

(2) Protection and indemnity risks

Payment of any recovery which "K" Line Bulk Shipping (UK) Limited of 6th Floor, 200 Aldersgate Street, London EC1A 4HD, United Kingdom (the **Owner**) is entitled to make out of the funds of the Association in respect of any liability, costs or expenses incurred by the Owner, shall be made to the Owner or to its order, unless and until the Association receives notice to the contrary from Mizuho Bank, Ltd., London Branch of Mizuho House, 30 Old Bailey, London EC4M 7AU (the **Mortgagee**) in which event all recoveries shall thereafter be paid to the Mortgagee or their order; provided always that no liability whatsoever shall attach to the Association, its Managers or their agents for failure to comply with the latter obligation until the expiry of two clear business days from the receipt of such notice.

Schedule 2
Form of Notice of Assignment of Insurances

Notice of Assignment
(For attachment by way of endorsement to the Policy)

"K" Line Bulk Shipping (UK) Limited of 6th Floor, 200 Aldersgate Street, London EC1A 4HD, United Kingdom the owners of the m.v. "CLIFTON BAY" HEREBY GIVES NOTICE that by a Deed of Assignment dated [•] 2020 and entered into by us with Mizuho Bank, Ltd., London Branch of Mizuho House, 30 Old Bailey, London EC4M 7AU there has been assigned by us to Mizuho Bank, Ltd., London Branch as mortgagee of the said vessel all insurances in respect thereof, including the insurances constituted by the policy whereon this notice is endorsed.

Signed

[•], Attorney-in-fact
For and on behalf of

"K" LINE BULK SHIPPING (UK) LIMITED

Dated [•] 2020

EXECUTED as a DEED and DELIVERED)
by)
for and on behalf of)
"K" LINE BULK SHIPPING (UK) LIMITED)
pursuant to a power of attorney)
dated)
in the presence of:)

.....
Attorney-in-Fact

.....
Witness

EXECUTED as a DEED and DELIVERED)
by *Shuichi IWANO*)
for and on behalf of)
MIZUHO BANK, LTD., LONDON BRANCH)
in the presence of: *Shuta Harada*)

.....
Authorised Signatory

.....
Witness