



**Registration of a Charge**

Company name: **ANGLIA MARITIME LIMITED**

Company number: **05021339**

Received for Electronic Filing: **29/04/2016**



X55X3QEH

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**Details of Charge**

Date of creation: **26/04/2016**

Charge code: **0502 1339 0012**

Persons entitled: **DVB BANK SE, LONDON BRANCH**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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





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

Company number: 5021339

Charge code: 0502 1339 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2016 and created by ANGLIA MARITIME LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th April 2016 .

Given at Companies House, Cardiff on 3rd May 2016

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



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Private & Confidential

EXECUTION VERSION

Dated 26 April 2016

ANGLIA MARITIME LIMITED (1)  
as Lessee

and

DVB BANK SE, LONDON BRANCH (2)  
as Assignee

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SUPPLEMENTAL LESSEE'S  
ASSIGNMENT  
relating to m.v. "CLEMENTINE"

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 NORTON ROSE FULBRIGHT

BD#125476041-v3

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

Sign & Dated Norton Rose Fulbright LLP  
28/4/16

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THIS SUPPLEMENTAL LESSEE'S ASSIGNMENT is made on 26 April 2016

**BETWEEN:**

- (1) **ANGLIA MARITIME LIMITED**, company number 05021339, whose registered office is at 5<sup>th</sup> Floor, Millbank Tower, 21-24 Millbank, London, England, SW1P 4QP (the **Lessee**); and
- (2) **DVB BANK SE, LONDON BRANCH**, acting through its offices at Park House, 16-18 Finsbury Circus, London EC2M 7EB (the **Assignee**).

**WHEREAS:**

- (A) The parties entered into a Lessee's Assignment dated 13 July 2009 (the **Original Assignment**) in connection with a loan agreement dated 10 July 2009 as amended and restated by a first supplemental agreement dated 29 May 2013, as supplemented and amended by a second supplemental agreement dated 12 November 2015, as amended and restated by a third supplemental agreement dated on or about the date hereof (the **Third Supplemental Agreement**) and as further supplemented, amended and/or restated from time to time (the **Loan Agreement**) and made between (a) the Lessee and Clementine Shipping Limited as joint and several borrowers (together the **Borrowers**), (b) the Assignee as agent and arranger, (c) the banks and financial institutions listed in Schedule 1 thereto (the **Tranche A Lenders**), (d) DVB Transport Finance Limited (formerly known as International Transport Finance Limited) (the **Tranche C Lender**) and (e) DVB Bank SE, London Branch (as the **Tranche D Lender**, together with the Tranche A Lenders and Tranche C Lender, the **Lenders**) pursuant to which the Lenders agreed or shall agree (inter alia) to advance by way of loan to the Borrowers, upon the terms and conditions therein contained, a sum of up to [REDACTED]
- (B) Certain changes to the documents referred to in the recitals to the Original Assignment have been or are to be made to reflect, inter alia the amendments to the Loan Agreement pursuant to the Third Supplemental Agreement.
- (C) As a condition precedent to the Assignee and the Lenders entering into the Third Supplemental Agreement in respect of the Loan Agreement and the Assignee entering into the other New Security Documents pursuant to the Third Supplemental Agreement (as defined in Recital (A) above) to effect and facilitate, inter alia, the changes referred to in Recital (B) above and certain other amendments requested by the Security Parties, the Lessee has agreed to execute this Supplemental Assignment in favour of the Assignee as security for the Outstanding Indebtedness.
- (D) This Supplemental Assignment is supplemental to the Original Assignment and to the security created thereby.

**NOW IT IS HEREBY AGREED AND THIS DEED WITNESSETH** as follows:

**1 Definitions and Interpretation**

**1.1 Defined terms**

Save as otherwise expressly provided herein, words and expressions used in this Supplemental Assignment (including the Recitals) shall have the meanings respectively attributed thereto in the Original Assignment, the Loan Agreement or the Third Supplemental Agreement (whether expressly or by incorporation by reference to another document).

**1.2 Interpretation**

Clauses 1.3 and 1.4 of the Original Assignment shall apply to this Supplemental Assignment as if set out in full herein with any necessary consequential amendments.

## **2 Amendments to original assignment**

- 2.1 With effect from the date of this Supplemental Assignment, the Original Assignment shall be and is hereby amended as follows:
- 2.1.1 all references to any of the Security Documents (either by use of that defined term or by reference to the relevant documents as defined individually) shall be construed as references to such documents as amended, supplemented and (where relevant) restated pursuant to the Third Supplemental Agreement or replaced and/or supplemented by the New Security Documents entered into or to be entered into on or about the date of this Supplemental Assignment;
- 2.1.2 all references to the Outstanding Indebtedness shall be construed in a manner consistent with the amendments referred to in this clause 2 and in particular, references to "the Loan Agreement" and to "the other Security Documents" in the definition of Outstanding Indebtedness shall be construed as references to the Loan Agreement and to the other Security Documents as supplemented, amended and/or restated in accordance with the provisions of the Third Supplemental Agreement and this Supplemental Assignment;
- 2.1.3 all references to the Assignee as "first priority mortgagee" in the Original Assignment shall be construed as references to the Assignee as "first and second priority mortgagee";
- 2.1.4 all references to "this Assignment" in the Original Assignment shall be construed as references to the Original Assignment as supplemented and amended by this Supplemental Assignment (and so that expressions such as "hereby" shall be construed accordingly);
- 2.1.5 all references to "the Clementine Lessee Earnings Account" shall be construed as references to "the Earnings Account" as such term is defined in the Loan Agreement;
- 2.1.6 the address of the Assignee in Recital (2) of the Original Assignment shall be amended to refer to "Park House, 16-18 Finsbury Circus, London EC2M 7EB"; and
- 2.1.7 the notice details set out in clause 11.1 of the Original Assignment shall be amended to refer to the notice details set out in clause 10 of this Supplemental Assignment; and
- 2.1.8 the Schedules to the Original Assignment shall be amended as set out in clause 5 of this Supplemental Agreement.
- 2.2 Save as expressly supplemented and/or amended by this Supplemental Assignment, (and save for such further consequential amendments as shall be necessary to give effect to the provisions of this Supplemental Assignment) the Original Assignment shall continue in full force and effect and, save as replaced pursuant to this Supplemental Assignment, all notices of assignment and acknowledgements thereof executed and delivered pursuant to the Original Assignment shall continue in full force and effect.

## **3 Assignment, Mortgage and Charge**

- 3.1 The Lessee hereby confirms that the assignments, mortgages and charges contained in clause 2 of the Original Assignment continue to operate as security for the Outstanding Indebtedness (as construed in accordance with clause 2).
- 3.2 By way of further assurance and as a continuing security for the payment and discharge of the Outstanding Indebtedness, the Lessee, with full title guarantee, hereby assigns to the Assignee absolutely and agrees to assign to the Assignee absolutely the Assigned Property (as such term is defined in the Original Assignment).
- 3.3 Save with respect to the amendments contained in this Supplemental Assignment, the Original Assignment shall continue in full force and effect.

#### **4 Representations and Warranties of the Lessee**

The Lessee hereby re-states the representations and warranties made by it in clause 4 of the Original Assignment with reference to the facts and circumstances existing at the date of this Supplemental Assignment and, for the avoidance of doubt, with defined terms used in such representations and warranties being construed in accordance with clause 2.

#### **5 Loss Payable Clauses and Notice of Assignment of Insurances**

- 5.1 By way of supplement, and without prejudice to the covenants and undertakings of the Lessee contained in clause 3 of the Original Assignment (as supplemented and amended by this Supplemental Assignment), the parties hereby agree that:
- 5.1.1 the notice of assignment in respect of the Insurances contained in Schedule 1 of the Original Assignment shall be replaced with the notice of assignment in respect of the Insurances contained in Schedule 1 of this Supplemental Assignment;
- 5.1.2 the loss payable clauses contained in Schedule 2 of the Original Assignment shall be replaced with the loss payable clauses contained in Schedule 2 of this Supplemental Assignment;
- 5.1.3 on the date hereof, the Lessee covenants with and undertakes to the Assignee that it shall execute and deliver the notice of assignment in respect of the Insurances to the Lessee's insurance brokers in the form set out in Schedule 1 of this Supplemental Assignment and the Lessee shall cause the Lessee's insurance brokers to give notice to all insurers, underwriters, clubs and associations providing insurance in connection with the Ship and the Lessee shall procure that the interests of the Assignee in, to and under the Insurances are endorsed on all the policies and entries comprising the Insurances; and
- 5.1.4 the Lessee shall ensure that the Insurances contain the updated loss payable clauses set out in this Supplemental Assignment or the Supplemental Clementine Owner's Assignment (as each such term is defined in the Loan Agreement) as required pursuant to the terms of clauses 3.1.9 and 3.1.10 of the Original Assignment.

#### **6 Power of Attorney**

The power of attorney granted by the Lessee in clause 7 of the Original Assignment shall continue in full force and effect as security for the Outstanding Indebtedness (as construed in accordance with clause 2).

#### **7 Further assurance**

The Lessee hereby agrees, covenants and undertakes that, at any time and from time to time upon the written request of the Assignee, the Lessee shall promptly and duly execute and deliver any and all such further instruments and documents as the Assignee may, acting reasonably, deem necessary for the purposes of obtaining the full benefits of this Supplemental Assignment and the rights and powers herein granted.

#### **8 Partial invalidity or unenforceability**

Each of the provisions of this Supplemental Assignment is several and distinct from the others and any provision herein which at any time is or becomes prohibited by or unlawful, invalid or unenforceable under any applicable law shall, to the extent required by such law, be ineffective without modifying the remaining provisions of this Supplemental Assignment and neither the validity, legality or enforceability of the remaining provisions of this Supplemental Assignment nor the validity, enforceability or legality of those provisions in any other jurisdiction shall be in any way affected or impaired thereby. Where however the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this



Supplemental Assignment shall be a valid and binding agreement enforceable in accordance with its or their respective terms.

## **9 Waiver**

Time is the essence of this Supplemental Assignment, but no failure or delay on the part of the Assignee in exercising any rights, remedies, powers or privileges vested in it hereunder and no course of dealing between the Lessee and the Assignee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder nor the discontinuance, abandonment or adverse determination of any proceedings taken by the Assignee to enforce any right, remedy or power preclude any other or further exercise thereof or proceedings to enforce the same or the exercise of any other right, remedy, power or privilege. The rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which any or all of the parties hereto would otherwise have. No notice to or demand on the Lessee in any case shall entitle the Lessee to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Assignee to any other or further action in any circumstances without notice or demand.

## **10 Notices**

10.1 Every notice, request, demand or other communication under this Supplemental Assignment or the Original Assignment shall:

10.1.1 be in writing delivered personally or by international courier service or facsimile transmission or other means of telecommunication (other than telex) in permanent written form;

10.1.2 be deemed to have been received, in the case of a letter, when delivered personally or three (3) days after it has been handed to an international courier service for delivery and, in the case of a facsimile transmission or other means of telecommunication (other than telex) in permanent written form, at the time of despatch (provided that if the date of despatch is a Saturday, Sunday or public holiday in the country of the addressee or if the time of despatch is after the close of business in the country of the addressee it shall be deemed to have been received at the opening of business on the next day which is not a Saturday, Sunday or public holiday); and

10.1.3 be sent:

(a) to the Lessee at:

Anglia Maritime Limited  
5<sup>th</sup> Floor, Millbank Tower  
21-24 Millbank  
London  
SW1P 4QP

Facsimile No: +44 207 487 9711  
Attention: Mr Alan Bekhor

(b) to the Assignee at:

Park House, 16-18 Finsbury Circus  
London  
EC2M 7EB

Facsimile No: +44 207 2564 352  
Attention: Loan Administration, SMRT

with a copy to:

Kaspar Meibom  
Email: [Kaspar.Meibom@dvbbank.com](mailto:Kaspar.Meibom@dvbbank.com), Fax No: +47 55 30 9450

or to such other address and/or numbers as is notified by one party to the other parties under this Assignment.

- 10.1.4 Each communication made or delivered by one party to another pursuant to this Assignment shall be in English language.

## **11 Successors and Assignment**

- 11.1 All of the obligations of the Lessee herein shall bind the Lessee and its successors and permitted assignees and shall inure to the benefit of the Assignee and its successors and assignees whether so expressed or not and references in this Assignment to any of them shall be construed accordingly.
- 11.2 Each party hereto may only assign or otherwise dispose of any of its rights or obligations under this Assignment to a person to whom it is entitled to assign or otherwise dispose of its rights or transfer or otherwise dispose of its obligations under the Loan Agreement.

## **12 Miscellaneous**

- 12.1 This Supplemental Assignment may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which when executed and delivered shall constitute an original but all counterparts shall together constitute but one and the same instrument.
- 12.2 All amendments to this Supplemental Assignment shall be made in writing and initialled by all the parties hereto.
- 12.3 Any trust constituted pursuant to or evidenced by any provision of this Supplemental Assignment shall remain in full force and effect until the earlier of (a) the expiration over a period of eighty (80) years from the date of this Supplemental Assignment or (b) the payment, repayment, performance, satisfaction and discharge in full of the Outstanding Indebtedness, and each of the parties hereto agrees that the perpetuity period applicable to this Supplemental Assignment shall for the purpose of the Perpetuities and Accumulation Act 1964, be a period of eighty (80) years from the date of this Supplemental Assignment.

## **13 Applicable law**

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

## **14 Nature of document**

This Supplemental Assignment is intended to take effect as a deed, notwithstanding that the Assignee may have executed it under hand only.

## **15 Contracts (Rights Of Third Parties) Act 1999**

- 15.1 No term of this Supplemental Assignment is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.
- 15.2 Notwithstanding any term of this Supplemental Assignment, the consent of any third party is not required for any variation (including any release or compromise of any liability hereunder) or termination or discharge of this Assignment.

**IN WITNESS** whereof the Lessee has caused this Supplemental Assignment to be executed and delivered as its deed, and this Assignment has been signed by the Assignee the day and year first before written.

**Schedule 1**  
**Notice of Assignment to Insurers**

Anglia Maritime Limited (the Lessee) HEREBY GIVES NOTICE that by a lessee's assignment dated 13 July 2008 (as supplemented and amended by a supplemental lessee's assignment dated [•] 2016) (the **Clementine Lessee's Assignment**) and made between the Lessee and DVB Bank SE, London Branch of Park House, 16-18 Finsbury Circus, London EC2M (the Assignee), the Lessee assigned absolutely by way of first priority security to the Assignee all its right, title, interest and benefit in and to all insurances and entries (the **Insurances**) in respect of the bulk carrier named m.v. "CLEMENTINE", registered under British flag including the insurances constituted by the Policy or Entry whereon this Notice is endorsed.

Dated: [•] 2016

.....  
For and on behalf of  
**ANGLIA MARITIME LIMITED** as Lessee

## Schedule 2 Loss Payable Clauses

### (A) Hull and Machinery (Marine and War Risks)

By a lease dated 20 March 2007 (the Lease) originally made between Ocean Clementine Limited of 5<sup>th</sup> Floor, Millbank Tower, 21-24 Millbank, London, England, SW1P 4QP (Ocean Clementine) as lessor and Anglia Maritime Limited whose registered office is at 5<sup>th</sup> Floor, Millbank Tower, 21-24 Millbank, London, England, SW1P 4QP (the Lessee) and as novated to Clementine Shipping Limited whose registered office is 5<sup>th</sup> Floor, Millbank Tower, 21-24 Millbank, London, England, SW1P 4QP (the Owner) as lessor pursuant to a sale agreement dated 13 July 2009 between, inter alia, Ocean Clementine, the Lessee and the Owner, the Owner has leased the vessel m.v. "CLEMENTINE" (the Ship) to the Lessee.

Pursuant to a lessee assignment dated 13 July 2009 (as supplemented and amended by a supplemental deed of general assignment dated [•] 2016) (the Clementine Lessee's Assignment), the Lessee has assigned to DVB Bank SE, London Branch of 80 Cheapside, London EC2V 6EE (the Bank) all the Lessee'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 Lessee in respect of the Ship.

By a deed of general assignment and covenant dated 13 July 2009 (as supplemented and amended by a supplemental deed of general assignment and covenant dated [•] 2016) (the Clementine Owner's Assignment), the Owner has assigned to the Bank 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 Ship.

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 US\$250,000 (or the equivalent in any other currency) inclusive of any deductible) shall be paid in full:
  - (1) prior to notification by the Bank of the discharge of the obligations secured by the Clementine Lessee's Assignment and the Clementine Owner's Assignment, to the account of the Bank to be designated in writing by the Bank (the Proceeds Account);
  - (2) following notifications by the Bank of the discharge of the obligations secured by the Clementine Lessee's Assignment and the Clementine Owner's Assignment, to the account of the Owner to be designated in writing by the Owner (the Owner Proceeds Account);
- (b) all other claims hereunder in excess of any deductible shall be paid in full to the Lessee or to its order, unless and until:
  - (1) (prior to the discharge of obligations secured by the Clementine Lessee's Assignment and the Clementine Owner's Assignment) the Bank shall have notified insurers hereunder to the contrary, whereupon all such claims shall be paid to the Proceeds Account;
  - (2) (following the discharge of the obligations secured by the Clementine Lessee's Assignment and the Clementine Owner's Assignment) the Owner shall have notified the insurers hereunder to the contrary whereupon all such claims shall be paid to the Owner Proceeds Account.

**(B) Protection and indemnity**

Payment of any recovery which Clementine Shipping Limited of 5<sup>th</sup> Floor, Millbank Tower, 21-24 Millbank, London, England, SW1P 4QP (the Owner), DVB Bank SE, London Branch of Park House, 16-18 Finsbury Circus, London EC2M 7EB (the Bank) or Anglia Maritime Limited whose registered office is at 5<sup>th</sup> Floor, Millbank Tower, 21-24 Millbank, London, England, SW1P 4QP (the Lessee) are entitled to make out of the funds of the Association in respect of any liability, costs or expenses incurred by the Owner, the Bank or the Lessee shall be paid to the person to whom the liability (or alleged liability) covered by the entry was incurred or to the extent that the liability (or alleged liability) to such person has previously been discharged by the Owner, the Bank or the Lessee, such moneys shall be paid to the Owner or its order or, as the case may be, the Bank or its order or, as the case may be, the Lessee or its order in reimbursement of the money so expended by it in satisfaction of such liability or alleged liability, unless and until the Association receives notice to the contrary from the Bank in which event all recoveries (other than any recoveries in respect of any liability of the Investor to any person which shall be paid to the Investor or its order (as appropriate), shall thereafter be paid:

- (1) prior to the Association receiving notice from the Bank to the effect that such recoveries shall be paid to the Owner, to the account of the Bank to be designated in writing by the Bank; and
- (2) after the Association receives notice from the Bank to the effect that such recoveries shall be paid to the Owner, to the account of the Owner to be designated in writing by the Owner,

provided that, in each case, no liability whatsoever shall attach to the Association, its Managers or their agents for failure to comply with the latter obligations until the expiry of two (2) clear business days from the receipt of such notice.

**The Lessee**

EXECUTED as a DEED by  
ANGLIA MARITIME LIMITED  
acting by: ALAN BEKHOR  
in the presence of:

)  
)  
)  
) Director

Witness  
Name: P. L. JOHNSON  
Address:  
Occupation: CHARTERED ACCOUNTANT

**The Assignee**

EXECUTED as a DEED  
for and on behalf of  
DVB BANK SE, LONDON BRANCH  
under a power of attorney dated 19 April 2016  
in the presence of:

)  
)  
)  
) Attorney-in-fact


Witness  
Name:  
Address:  
Occupation:

**EXECUTED as a DEED by**  
**ANGLIA MARITIME LIMITED**  
acting by:  
in the presence of:

)  
)  
) .....  
)  
) Director

Witness  
Name:  
Address:  
Occupation:

**EXECUTED as a DEED**  
for and on behalf of  
**DVB BANK SE, LONDON BRANCH**  
under a power of attorney dated 19 April 2016  
in the presence of:

  
NYCFOCA's Attorney-in-fact WILLIAM PAPADOPOULOS

Witness  
Name: Catherine Johnson  
Address:  
Occupation: Trainee Solicitor