



Registration of a Charge

Company name: **DELTA MARINE LIMITED**

Company number: **SC268491**

Received for Electronic Filing: **01/09/2020**



Details of Charge

Date of creation: **27/08/2020**

Charge code: **SC26 8491 0020**

Persons entitled: **CLOSE BROTHERS LIMITED**

Brief description: **A DAMEN MULTICAT 2611 VESSEL BEARING HULL IDENTIFICATION NUMBER 1563 (YARD NUMBER) TOGETHER WITH THREE (3) CUMMINS ENGINES BEARING ENGINE SERIAL NUMBERS 33159214, 33158583 AND 33157952 (THE "VESSEL") AND HER EARNINGS, INSURANCES AND REQUISITION COMPENSATION.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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: **LAUREN BROWNE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 268491

Charge code: SC26 8491 0020

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th August 2020 and created by DELTA MARINE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st September 2020 .

Given at Companies House, Edinburgh on 2nd September 2020

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



Companies House



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

DATED 27 AUGUST 2020

(1) DELTA MARINE LIMITED

(2) CLOSE BROTHERS LIMITED



DEED OF COVENANTS

Important Notice:

This is an important deed which affects your rights. Among other things, if you fail to comply with the terms of this deed, you may lose your right to your vessel. Also under the terms of this deed your vessel will stand as security not just for your obligations under the deed but also for any other obligations you may now or in the future have to Close Brothers Limited or any associated company of Close Brothers Group Plc either alone or jointly and/or severally with any other person and we refer you to the definition of "Secured Liabilities" in this deed.

You are therefore strongly advised to obtain independent legal advice before signing this deed. Your signature will be confirmation by you that you have read and understand and are willing to abide by all of the terms of this deed and the mortgage.

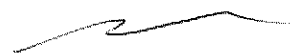
A handwritten signature in black ink, consisting of a stylized, cursive-like mark.

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Schedule

- One Parties and Vessel Details
- Two Notice of Assignment (Insurances)
- Three Loss Payable Clause
- Execution



THIS DEED is executed on

27 AUGUST 2020

BETWEEN:-

- (1) The Owner described in Schedule One hereto ("the Owner"); and
- (2) **CLOSE BROTHERS LIMITED** of 10 Crown Place, London, EC2A 4FT ("the Mortgagee" which expression shall include the successors and assigns of the Mortgagee).

WHEREAS:-

- (A) The Owner is the sole legal and beneficial Owner of 64/64th of the shares in the Vessel.
- (B) The Owner has, on the date of this Deed, executed and delivered to the Mortgagee a first priority statutory mortgage in account current form over all the shares in the Vessel.
- (C) The Owner has opened and keeps an Account Current with the Mortgagee.
- (D) This Deed is supplemental to the Mortgage and the security created by it.

NOW IT IS AGREED as follows:-

1 DEFINITIONS AND INTERPRETATION

- 1.1 Words and expressions defined in the Loan Agreement shall, unless otherwise expressly provided in this Deed and the Mortgage or when it is inconsistent with the context, have the same meanings when used in this Deed, including the recitals. In addition, in this Deed and the Mortgage, except when it is inconsistent with the context:-

"Account Current" shall mean the Secured Liabilities;

"Encumbrance" means any mortgage, pledge, lien (maritime or otherwise including but not limited to any crew lien), charge, assignment, hypothecation, security interest, title retention, preferential rights or trust agreement or other arrangement or agreement the effect of which is the creation of security or a priority in right of payment;

"Estimated Market Value" means the market value of the Vessel as determined by an Approved Surveyor from time to time;

"Event of Loss" means:-

- (a) the actual, constructive, compromised or arranged total loss of the Vessel; or
- (b) the compulsory acquisition of the Vessel; or
- (c) the hijacking, theft, condemnation, capture, seizure, arrest, detention or confiscation of such Vessel (other than where the same amounts to the compulsory acquisition of the Vessel by any government entity, or by persons acting or purporting to act on behalf of any government entity) unless the Vessel be released and restored to the Mortgagee and/or the Owner from such hijacking, theft, condemnation, capture, seizure, arrest, detention or confiscation within thirty (30) days after the occurrence thereof;

"Guarantee and Indemnity" means any guarantee or indemnity given or to be given by the Guarantor in favour of the Mortgagee;

"Guarantor" means any person or company giving the Guarantee;

"Insurances" means all contracts and policies of insurance which are from time to time, or are required to be, effected and maintained under this Mortgage;

"Insurers" means any persons with, or through whom, Insurances are effected;

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by

laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

(b) the time barring of claims under the Limitation Act 1980 and the Foreign Limitation Periods Act 1984, the possibility that an undertaking to assume liability for, or indemnify a person against, non-payment of United Kingdom stamp duty may be void and defences of set-off or counterclaim; and

(c) other general principles of law limiting the obligations of the Owner and the Guarantor.

"Loan Agreement" means any loan agreement entered into or to be entered into between the Owner or any third party and the Mortgagee;

"MCA" means the Maritime and Coastguard Agency of the United Kingdom and/or any other person or authority from time to time having supervision, control or jurisdiction over the Vessel or its operation;

"Mortgage" means the first priority statutory mortgage on the MCA form MSF 4736 referred to in recital (B) in the form set out in Schedule Two;

"MSF" means the form MSF used by the MCA and includes any replacement thereof;

"Owner" includes for the purposes of Clause 13 only, any subsidiary or holding company of the Owner or any subsidiary of any such holding company from time to time within the meaning of s.1159 of the Companies Act 2006 (as amended);

"Permitted Waters" means:

a) territorial waters of the UK, Norway and any EU or EEA country;

b) all national waters within the North Sea, Baltic Sea or Mediterranean Sea (excepting those of Russia, Syria, Lebanon, Egypt, Libya, Tunisia, Algeria and Morocco) as well as all international waters within those seas; or

c) such other waters as the Mortgagee may, acting reasonably, approve from time to time upon request by the Owner but always subject to the Mortgagee's general credit policy pertaining at the time;

"Receiver" means any receiver and/or manager appointed pursuant to this Deed and the Mortgage;

"Requisition Compensation" includes all monies or other compensation payable by reason of requisition for title or other compulsory acquisition of the Vessel;

"Security Assets" means the Vessel, the Insurances, Requisition Compensation and all other assets the subject of this security;

"Security Document" means this Agreement, the Guarantee and Indemnity, the Mortgage and the Loan Agreement each as amended and/or supplemented or substituted and any other documents that may from time to time be executed as security for any sums due, owing or incurred hereunder;

"Secured Liabilities" means all present and future monies, obligations and liabilities (and whether on or at any time after demand) due, owing or incurred in whatsoever manner to the Mortgagee or any associated company of Close Brothers Group PLC by the Owner, from time to time, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner);

"Security Period" means the period beginning on the date of this Deed and the Mortgage and ending on the date upon which all the Secured Liabilities have been fully and irrevocably paid and discharged to the satisfaction of the Mortgagee;

"Taxes" includes all present and future income and other taxes, levies, imposts, duties, deductions, charges, fees and withholdings together with any applicable interest and penalties;

"UK Ship Register" means the central ship register of the MCA as established under the Merchant Shipping Act 1995; and

"Vessel" means the vessel described in Schedule One and everything in the future belonging to her on board and ashore without limitation (including all equipment and appurtenances).

1.2 In this Deed and the Mortgage, except when it is inconsistent with the context:-

1.2.1 any reference to the plural includes the singular and vice versa;

1.2.2 any reference to one gender includes all genders;

1.2.3 any reference to a person includes natural persons, corporate bodies, limited liability partnerships, partnerships, firms, unincorporated bodies and all legal persons whatsoever;

1.2.4 any reference to a "corporate entity" shall include, within its

- meaning limited liability partnerships;
- 1.2.5 headings, including those in the Index, are given for convenience only and shall not affect interpretation;
- 1.2.6 any reference to a clause, sub-clause or schedule is a reference to a clause, sub-clause or Schedule in or to this Deed and the Mortgage;
- 1.2.7 any reference to a particular statute includes all orders, regulations and subordinate legislation from time to time made under or with respect to that statute and to it or them as from time to time modified or re-enacted (whether before or after the date of this Deed and the Mortgage) and any reference to a particular section of a statute includes any section of a later statute which modifies, replaces or re-enacts that section;
- 1.2.8 any reference to the Mortgagee includes a reference to its successors and assigns and persons deriving title under or through them; and
- 1.2.9 any reference to any document (including this Deed and the Mortgage) includes such document as from time to time varied or supplemented.

2 **REPRESENTATIONS AND WARRANTIES**

2.1 The Owner hereby represents and warrants to the Mortgagee that at the date of this Deed (or in respect of Clause 2.1.17 on the Drawdown Date):-

- 2.1.1 it is the sole, absolute, legal and beneficial owner of the Security Assets including in particular the Vessel;
- 2.1.2 the Vessel is validly registered in Part I of the UK Ship Register in the name of the Owner as owner;
- 2.1.3 neither the Security Assets nor any part thereof are or is subject to any Encumbrance, save for any Permitted Encumbrance;
- 2.1.4 this Deed and the Mortgage have been duly executed by the Owner and (when registered, and subject to the Legal Reservations) constitute the legal, valid and binding obligations of the Owner and creates a valid and enforceable first priority mortgage over the Security Assets including in particular the Vessel;
- 2.1.5 at the time of execution (and also, in the case of the Mortgage, registration) of this Deed and the Mortgage, the Vessel is located in international waters;
- 2.1.6 the Vessel is in a fully seaworthy condition and maintained, serviced and repaired in accordance with Clause 10 below;
- 2.1.7 the Vessel records are full complete and accurate since the date of manufacture of the Vessel and the Vessel has suffered no accident damage or serious incident since manufacture;
- 2.1.8 the beneficial owners and any directors of the Owner have no existing criminal record (other than, if appropriate in respect of any minor road traffic offences) in any jurisdiction;
- 2.1.9 the beneficial owners and any directors of the Owner have not been subject to an order or decree prohibiting him to be a director of or office holder of any company or corporation in any jurisdiction;
- 2.1.10 there is no litigation (civil or criminal) ongoing, pending or otherwise proposed against the Owner, or if appropriate any of its directors or any controlling shareholder;
- 2.1.11 it has a minimum net worth as at a level contained in the last signed financial accounts;
- 2.1.12 all information supplied to the Mortgagee or any associated company of Close Brothers Group Plc in connection with the indirect, direct and beneficial ownership of the Vessel is true and complete;
- 2.1.13 the execution and delivery of this Deed and the other Security Documents and their performance according to their respective terms do not and will not result in a breach of, or default under, any agreement, instrument or arrangement to which the Owner is party or which is binding upon him or any of his assets; or cause to arise, or oblige the Owner to create, any Encumbrance over all or any part of his assets, undertaking, rights or revenues;
- 2.1.14 the Owner is not in breach of, nor in material default under, any agreement or arrangement to which he is a party, where such breach or default would have a Material Adverse Effect;

- 2.1.15 the Owner has filed or caused to be filed all requisite tax returns and has paid all taxes shown to be due and payable on such returns or on any assessments made against him;
- 2.1.16 such financial information as has been given to the Mortgagee (whether orally or in writing) by or on behalf of the Owner or Guarantor in connection with this Agreement was, and at the date of execution of this Agreement is, correct in all material respects and any further information so submitted during the currency of this Deed and the Mortgage is true and correct in all material respects and no such information is materially misleading by reason of omissions;
- 2.1.17 on Drawdown Date the Vessel will be:-
- 2.1.17.1 registered in the name of the Owner as on the UK Ship Register;
- 2.1.17.2 insured as required by this Deed and the Mortgage; and
- 2.1.17.3 operationally seaworthy;
- 2.1.18 all serial numbers displayed on the Vessel, including the hull identification number, are genuine and correct;
- 2.1.19 the document evidencing registration of the Vessel at the MCA will be valid at all times during the Security Period;
- 2.1.20 the Owner holds legal and beneficial title to 64/64th of the Vessel.

2.2 The representations and warranties contained in Clause 2.1 (except the representations and warranties contained in Clauses 2.1.6, 2.1.7, 2.1.10, 2.1.11 and 2.1.17) shall be deemed to be repeated on the Drawdown Date and on each Repayment Date during the Security Period as if made with reference to the facts and circumstances existing on each such date.

3 **ACCOUNT CURRENT**

The Owner hereby irrevocably authorises the Mortgagee to debit the Account Current with all sums from time to time payable by the Owner to the Mortgagee under the Security Documents.

4 **MORTGAGE**

4.1 As security for payment of the Secured Liabilities the Owner hereby mortgages the Vessel with full title guarantee to the Mortgagee by way of first priority fixed mortgage.

4.2 The security hereby created shall be discharged upon the request of the Owner after the end of the Security Period provided that where any discharge is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy, liquidation or otherwise howsoever, this security and the liability of the Owner under this Deed and the Mortgage shall continue as if there has been no such discharge or arrangement.

5 **ASSIGNMENT**

5.1 The Owner hereby assigns absolutely to the Mortgagee with full title guarantee all its rights, title and interest in or to the Insurances, the Requisition Compensation and all monies payable in respect of an Event of Loss and all the benefits of the Owner under any agreements for the purchase, repair, overhaul or servicing of the Vessel including without limitation all benefits under all warranties provided to the Owner (including without limitation engine and major component warranties) or indemnity provisions and all claims for damages.

5.2 The Owner will do or procure the doing of all such things and the execution of all such documents as the Mortgagee may from time to time require to ensure the payment to the Mortgagee of the items assigned by Sub-clause 5.1 (in accordance with Clause 8.3 in respect of the Insurances). In particular (without limitation) the Owner shall forthwith give notice to its insurance brokers in the form set out in Schedule Two and cause its insurance brokers to give notice to the insurers of the assignment of the Insurances and shall procure that its insurance brokers shall acknowledge such notice to the Mortgagee in the usual form consistent with practice in the London insurance market.

5.3 If, for any reason whatsoever, the Owner receives full or partial payment of any Insurances in respect of an Event of Loss or Major Casualty, or Requisition Compensation the Owner will promptly pay the amounts so received by it (except to the extent they exceed the amount of the Secured Liabilities) to the Mortgagee or as the Mortgagee may direct and, until such time, the Owner shall hold the proceeds in trust for the Mortgagee, segregated from any other monies held by or on behalf of the Owner.

1.1 The Owner undertakes to assign absolutely with full title guarantee and as security for the Secured Indebtedness all its benefits under any charter to which the Mortgagee has consented pursuant to Clause 11 as a condition of such consent.

6 **CONTINUING SECURITY AND OTHER SECURITIES**

6.1 The security given by this Deed and the Mortgage shall be continuing and not satisfied or affected by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities, but shall secure the ultimate balance of the Secured Liabilities. The security given by this Deed and the Mortgage shall be in addition to and shall not be affected by or affect any other Encumbrance now or hereafter held by the Mortgagee for all or any of the Secured Liabilities

or any other agreement between the Owner and the Mortgagee (with or without other parties). All of the rights, powers and remedies vested in the Mortgagee by this Deed and the Mortgage may be exercised from time to time and as often as the Mortgagee shall in its absolute discretion deem expedient and shall be cumulative and not exclusive of each other or other rights and remedies.

6.2 Time shall be of the essence of the Mortgage and this Deed and of all matters relating thereto and hereto but no failure or delay by the Mortgagee or any Receiver in exercising any right, remedy or power shall operate as a waiver thereof; nor shall any single or partial exercise or waiver of any right, remedy or power preclude its further exercise or the exercise of any other right, remedy or power; nor shall any required consent given by the Mortgagee preclude the Mortgagee giving, withholding or revoking such consent or any other or subsequently required consent.

6.3 All the rights, powers and remedies conferred on the Mortgagee and any Receiver hereunder shall be cumulative and in addition to, and not a limitation of, every other right, power or remedy conferred on the Mortgagee and any Receiver by the Loan Agreement, the Mortgage, this Deed, the other Security Documents or by law; and each right, power or remedy may be exercised from time to time and as often and in such order as the Mortgagee or any Receiver may in its/its absolute discretion think fit and without prior recourse to any other security or person.

7 GENERAL COVENANTS

The Owner hereby covenants with the Mortgagee that throughout the Security Period it will:-

7.1 pay, on demand, the Secured Liabilities to the Mortgagee and to pay interest on each amount comprised in the Secured Liabilities from the date it is demanded or if earlier the date it falls due until payment to the Mortgagee provided that every payment which the Owner makes in accordance with the Loan Agreement shall to that extent satisfy its payment obligations under this Clause; and

7.2 comply at all times with the terms (express or implied) of this Deed and the Mortgage and the Loan Agreement; and

7.3 not create or permit to subsist any Encumbrance upon all or any part of the Security Assets except for any Permitted Encumbrance; and

7.4 not do, or permit to be done, any act or thing which might jeopardise the rights and interest of the Mortgagee in the Security Assets and/or omit or permit to be omitted any act which might prevent those rights and interests from being jeopardised; and

7.5 not pledge the credit of the Mortgagee for any purpose or in any manner whatsoever; and

7.6 except as contemplated by the Loan Agreement or any Security Document not assign, sell, transfer or otherwise dispose of or abandon all or any part of the Security Assets; and

7.7 use all endeavours to prevent, and not do or omit to be done, any act which could result in the Vessel being arrested, confiscated, seized, forfeited or impounded; and

7.8 inform the Mortgagee in the event that any associated companies or shareholder of the Owner is subject to an event of liquidation or insolvency.

8 INSURANCES

8.1 The Owner shall at all times throughout the Security Period:

8.1.1 keep the Vessel insured for at least the Estimated Market Value against all risks as the Mortgagee may from time to time require including but not limited to marine perils, hull and machinery risks, war risks and third party liability risks;

8.1.2 place all Insurances through such brokers and with such Insurers as the Mortgagee shall from time to time approve, and on such terms as the Mortgagee shall from time to time require;

8.1.3 punctually pay when due all premiums, calls, contributions or other sums payable by the Owner in respect of Insurances;

8.1.4 reimburse to the Mortgagee on demand the reasonable and properly incurred cost of the Mortgagee effecting and keeping in effect in the Mortgagee's name mortgagee's interest insurance on the Vessel (in an amount equal to the Estimated Market Value from time to time) such mortgagee's interest insurance shall be placed by the Mortgagee in such manner and on such terms as the Mortgagee may reasonably require;

8.1.5 renew, or procure the renewal of, all insurances at least 14 days before the same expire;

8.1.6 not without the Mortgagee's prior written consent alter, supplement, substitute or cancel any Insurances nor cause

or permit any Insurances to lapse or otherwise terminate (if as a result of such alteration, supplement, cancellation, lapse or termination they will cease to comply with the requirements of this Clause 8.1); nor do or permit any act or omission whereby any Insurances are, or are capable of, becoming wholly or partly, invalid, void, voidable, unenforceable or suspended or whereby any sum paid under any Insurances is, or is capable of becoming, wholly or partly repayable or an increased premium or other payment is payable to Insurers thereunder or whereby the Mortgagee may be hindered or prevented from receiving any moneys payable thereunder;

8.1.7 make full disclosure to Insurers of all relevant facts in respect of all Insurances;

8.1.8 procure that (except in the case of mortgagee's interest insurance, protection and indemnity risks and loss of hire) the interest of the Mortgagee is endorsed on all slips, cover notes, policies or other instruments of insurance by means of the loss payable clause set out in Schedule Three.

8.1.9 apply all sums paid to the Owner in accordance with Clause 8.3 in repairing all damage and/or discharging the liability in respect of which such sums shall have been received and if the Owner receives payment of any sums payable in respect of any Insurances other than in accordance with Clause 8.3 the Owner will immediately pay over such sums to the Mortgagee and until paid over such sums shall be held by the Owner on trust for the Mortgagee;

8.1.10 procure that all insurance brokers or Insurers concerned with the Vessel and the Insurances (other than mortgagee's interest insurers) shall issue to the Mortgagee letters of undertaking in form satisfactory to the Mortgagee, such letters of undertaking to state, inter alia, that the relevant brokers or Insurers shall not be entitled to exercise any lien on the policies that they may have if they fail to inform the Mortgagee of any non-payment of premiums, contributions or calls relating to the Vessel.

8.2 If the Owner fails to effect and maintain any Insurances in accordance with this Clause 8, the Mortgagee acting reasonably, at the Owner's expense, may, but shall not be obliged to, effect and maintain such Insurances and pay any unpaid premiums, contributions or calls.

8.3 Unless and until an Event of Default shall occur (whereupon all insurance recoveries shall be payable to the Mortgagee and applied in accordance with the provisions of Clause 16), any sums receivable in respect of the Insurances shall be payable as follows:

8.3.1 there shall be paid to the Mortgagee all sums receivable in respect of an Event of Loss, and, unless otherwise authorised by the Mortgagee, any and every sum receivable in respect of a Major Casualty, but so that the insurance moneys received by the Mortgagee in respect of any such Major Casualty shall be paid over to the Owner upon the Owner furnishing evidence satisfactory to the Mortgagee that all loss and damage resulting from the 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 that the Insurers may with the consent of the Mortgagee make payment on account of repairs in the course of their being effected;

8.3.2 all other sums receivable in respect of the Insurances (other than in respect of protection and indemnity risks and loss of hire insurance) shall be paid to the Owner and shall be applied by it for the purpose of making good the loss and fully repairing all damage in respect of which the insurance moneys have been received;

8.3.3 all sums receivable in respect of protection and indemnity risks insurance shall be paid direct to the person to whom the relevant liability was incurred or to the Owner in reimbursement of moneys expended by the Owner to discharge such liability.

8.4 The Owner hereby authorises the Mortgagee acting reasonably at any time after an Event of Default (which is continuing) and in such manner as the Mortgagee may think fit (whether in the Mortgagee's name or the Owner's name) to take, submit to arbitration or institute any other proceedings for any claim under any Insurances and to collect, compromise and give a good discharge for the same.

9 INSURANCE COVENANTS

Throughout the Security Period the Owner will:-

9.1 not without the prior consent of the Mortgagee alter any of the Insurances, if as a result of such alteration they will cease to comply with the requirements of Clause 8.1, or do or permit any act or omission which would or might render any of the Insurances invalid, void, voidable or unenforceable or render any sum paid out thereunder repayable in whole or in part;

9.2 not cause or permit the Vessel to be operated in any manner or place or for any purpose not permitted by, outside the cover provided by or inconsistent with the Insurances;

9.3 provide to the Mortgagee upon request copies of all material communications

	to or from the Insurers and shall permit the Mortgagee to communicate directly with the Insurers (at all times keeping the Borrower in copy);	10.3.3	not cause or permit the Vessel to enter or remain in any zone which has been declared a war zone by any government or the Insurers, nor cause or permit the Vessel to enter or remain in any zone or port which shall have been the subject of any warning by any international body or other authority unless the Mortgagee's prior written consent is obtained and the Owner shall have effected at the Owner's expense such special Insurances as the Mortgagee shall require;
9.4	forthwith upon the effecting of any of the Insurances, give written notice thereof to the Mortgagee stating the full particulars thereof, and on request produce the receipts for each sum paid by it pursuant to Sub-clause 8.1.3;		
9.5	inform the Mortgagee about any claims or events which may give rise to claims under the Insurances in respect of the Vessel for an Event of Loss or a Major Casualty forthwith in reasonable detail and not without the prior written consent of the Mortgagee and the Insurers settle any such claims;	10.3.4	ensure that the Vessel shall not make any deviation during any voyage which would cause any Insurances to become wholly or partly invalid, void or voidable;
9.6	comply with all requirements from time to time regarding insurance in connection with the Vessel imposed by the state of registration of the Vessel and any state to which it sails;	10.3.5	not fail to promptly and duly perform any contracts or arrangements relating to the Vessel where such failure would have a Material Adverse Effect;
9.7	disclose this Agreement to Insurers and upon request provide the Mortgagee with copies of each policy for the Insurances and receipt for premiums for them upon reasonable request and shall provide information about the progress of renewals; and	10.3.6	pay and discharge when due all obligations and liabilities whatsoever (except where being challenged in good faith by appropriate proceedings) which have given, or may give rise to, liens on, or rights or claims exercisable against the Vessel or the Insurances or any part thereof, including without limitation to the foregoing payment in full of all crew and master's wages or other remuneration when due (which payment shall be evidenced to the Mortgagee on request);
9.8	comply with all requirements from time to time regarding insurance in connection with the transport of the Vessel by road, rail, air or ferry including loading and unloading.	10.3.7	take all necessary steps to prevent any arrest or detention of the Vessel or any legal or other proceedings arising in respect of the Vessel, Insurances or any part thereof and, if the same be arrested, detained or subject to any injunction or like process, take immediate steps at the Owner's expense, whether by providing bail or other security or otherwise, to have the same released within thirty (30) days and, if any such legal or other proceedings arise, take immediate steps at the Owner's expense to defend or compromise the same in whatever manner and on whatever terms as the Mortgagee may require;
10	<u>COVENANTS CONCERNING THE VESSEL</u>		
	Throughout the Security Period the Owner will at its own cost:-		
10.1	<u>Registration</u>	10.3.8	if the Vessel is requisitioned for title or hire or is otherwise compulsorily acquired, promptly take all lawful steps to recover possession and/or title to the Vessel;
10.1.1	ensure that the Vessel is permanently registered on the UK Ship Register and provide evidence of such registration to the Mortgagee and shall not allow any act to be done by which such registration would or might be forfeited or imperilled and shall renew the registration as often as may be necessary to ensure continuous registration and shall not change the name or port of choice of the Vessel without the prior written consent of the Mortgagee;	10.3.9	not cause the Vessel to leave or stay out or be moved out of the Permitted Waters for more than 15 consecutive days without the prior written consent of the Mortgagee;
10.1.2	obtain and maintain in full force and effect all certificates, licences, permits and authorisations necessary or desirable in connection with the use and operation of the Vessel including in particular (without limitation):	10.3.10	permit the Mortgagee or its representatives to supervise any conversion or repair of the Vessel relating to a Major Casualty and to produce to the Mortgagee within fourteen (14) days after demand evidence that the costs thereof have been fully paid when due;
10.1.3	all customs and import documentation,	10.3.11	ensure the Vessel will sail only within the operating area permitted by the Insurances;
10.1.4	a certificate of coding,	10.3.12	punctually pay all costs, expenses, duties, charges, levies, fees, fines, penalties, rent, rates, Taxes, assessments and other expenditure payable in respect of the Vessel its use or operation (including in particular, without limitation, mooring fees and any which give or may give rise to any Encumbrance or claim enforceable against the Vessel) and on reasonable demand produce to the Mortgagee the receipts for any such payments which are material;
10.1.5	certificates of compliance with either the MCA's Small Commercial Vessel and Pilot Boat Code of Practice ("SCV Code") or such other codes of practice as may be relevant, and	10.3.13	ensure that the Vessel is not operated in any manner or place or for any purpose which would or might render it liable to confiscation, forfeiture, seizure, destruction or condemnation;
10.1.6	class certificates and all applicable certificates of maintenance;	10.3.14	not represent or hold out the Mortgagee as carrying goods or passengers or being in any way associated or connected with any operation of the Vessel;
10.2	<u>Maintenance</u>	10.3.15	permit and grant access to the Mortgagee to (without affecting the Vessel's commercial operations, unless there is an Event of Default which is continuing) inspect the Vessel at all reasonable times;
10.2.1	not without the prior written consent of the Mortgagee cause or permit to be made any substantial change in the structure, type or performance characteristics of the Vessel (except as required by law or by the relevant classification society) or remove any item of equipment which will decrease the value of the Vessel, provided that any change or removal made in the ordinary course of business, or on a temporary basis for the duration of a charter arrangement, shall not be prohibited under this Clause;	10.3.16	permit the Mortgagee to hold all original documents of title deemed necessary by the Mortgagee at all times during the Security Period;
10.2.2	keep the Vessel in good working order and repair and in good operating condition so that the Vessel is in every respect seaworthy and procure that all repairs to, or replacements of, any damaged, worn or lost parts or equipment are effected in conformity with all applicable regulations, in compliance with each applicable manufacturer's warranty and in such manner (both as regards workmanship and quality of materials) as not to diminish its value ;	10.3.17	not more frequently than annually permit Mortgagee to appoint representatives to inspect, review and value the Vessel at Owner's cost (provided that any valuations for procured for the purpose of determining the Estimated Forced Sale Value pursuant to clause 8.2 of the Loan Agreement shall to that extent satisfy the requirements hereunder); and
10.2.3	keep the Vessel in such condition as will entitle her to the level of certification required for the Vessel and so to comply with the requirements of the UK Ship Register;	10.3.18	use its best endeavours to ensure that the Vessel is operated in accordance with best environmental practice and in such a manner as to minimise the risk of an environmental accident occurring or an environmental claim being made and to ensure that the Vessel complies in all respects and at all times with all environmental laws and regulations relevant and applicable to the Vessel and to provide the Mortgagee with documentary evidence of such compliance if so requested and to immediately notify the Mortgagee by email of any environmental claim made against the Owner or in connection with the Vessel or any environmental incident.
10.2.4	ensure that no engine or equipment is removed except in the ordinary course of maintenance or repair and that any engine or equipment so removed is properly and safely stored and as soon as possible re-installed or replaced by another engine or other equipment, as the case may be, of substantially the same type, value and utility in good operating condition and beneficially owned by the Owner free from Encumbrances (except for any Permitted Encumbrance);	11	<u>LEASING AND CHARTERING</u>
10.3	<u>Operation</u>	11.1	Throughout the Security Period the Owner will not without the Mortgagee's prior written consent lease, charter, hire or otherwise part with possession or operational control of the Vessel except for:
10.3.1	promptly submit the Vessel to all periodical or other surveys which may be required by law for safety purposes;	11.1.1	the purposes of maintenance or repair, provided that the Owner will first have obtained an undertaking from the person taking possession not to exercise any lien on the Vessel; or
10.3.2	not cause or permit the Vessel to be engaged for any purpose forbidden by any applicable law or in carrying illicit or prohibited goods;		

11.1.2 periods less than 6 months on a time charter basis.

11.2 Notwithstanding clause 11.1 above, the Mortgagee will agree to any long term charter (i.e. a charter of more than 6 months duration) presented to the Owner by a major European wind farm owner or operator at a market rate provided that the Mortgagee receives an assignment of such charter and any associated charter guarantee.

12 NOTIFICATION, INFORMATION AND ACCESS

Throughout the Security Period the Owner will:-

12.1 immediately upon becoming aware notify the Mortgagee of any distress on the Vessel or its arrest, capture, detention, seizure, condemnation, compulsory acquisition or requisition or if any such action is threatened;

12.2 immediately upon becoming aware notify the Mortgagee of the occurrence of any accident or other event which has resulted in or may result in an Event of Loss or in damage which requires repair;

12.3 immediately upon becoming aware notify the Mortgagee of the occurrence or impending or likely occurrence of any Event of Default;

12.4 immediately notify the Mortgagee of any change in the address at which the Vessel is ordinarily kept and of any address where it may temporarily be kept;

12.5 give the Mortgagee upon request copies of all material documents and all reasonable information regarding the Vessel (including, without limitation, regarding its location, operation, use, insurance, maintenance and condition);

12.6 permit the Mortgagee and/or its agents and representatives (at Mortgagee's own cost) reasonable access to the Vessel at reasonable times for the purpose of inspection or survey and ensure that they are all afforded all reasonable facilities (without affecting the Vessel's operations, unless there is an Event of Default which is continuing);

12.7 provide the Mortgagee with a status report on the Vessel whenever reasonably requested at not more than annual intervals;

12.8 provide the Mortgagee on request with an inventory of the Vessel's belongings and keep the inventory up to its full complement as to quality and quantity;

12.9 notify the Mortgagee immediately upon becoming aware and give full details of any requirement or recommendation made by any insurers or any competent authority which is not complied with within any time limit imposed by that insurer or authority;

12.10 provide the Mortgagee with copies of all certificates relating to the Vessel and all periodic, damage or survey reports on the Vessel;

12.11 (without prejudice to the foregoing provisions of this Clause 12) provide the Mortgagee on reasonable request with any document within the Owner's possession, custody or control and/or assist the Mortgagee in obtaining any documents or information relating to the Vessel, or the Insurances which the Mortgagee may require for the purposes of making any claim or taking any action in connection with the Vessel or the Insurances;

12.12 at its own expense, if requested by the Mortgagee (and provided there has been a material change to the Insurances), provide the Mortgagee annually with a report on the adequacy of the Insurances by an independent insurance consultant nominated by the Mortgagee;

12.13 at its own expense, if requested by the Mortgagee, provide the Mortgagee annually with a valuation and survey of the Vessel from an Approved Surveyor;

12.14 provide any consultants or surveyors nominated by the Mortgagee under Clauses 12.13 and 12.14 with all information which they may require in order to make the reports, valuations or surveys.

13 ENFORCEABILITY OF SECURITY

For the purposes of Section 101 of the Law of Property Act 1925, the Secured Liabilities shall be deemed to have become due for discharge and payment on the day following the execution of this Deed. The Mortgagee may immediately, without notice, enforce the security created by this Deed and the Mortgage if (whether or not caused by any reason whatsoever outside the control of the Owner or any other person) there is an Event of Default which is continuing.

14 ENFORCEMENT OF SECURITY

14.1 When and at any time after the security created by this Deed and the Mortgage becomes enforceable and the Mortgagee determines to enforce the same, it may without notice immediately put into force and exercise all the powers and remedies possessed by it according to law as mortgagee and chargee of the Security Assets as and when it may see fit (so that Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this security) and in particular (without limitation) the Mortgagee may:-

14.1.1 arrest and/or take possession of the Vessel and for this purpose enter into any premises belonging to or in the occupation or under the control of the Owner where the Vessel may be located; and

14.1.2 recover and collect all Insurances and Requisition Compensation; and

14.1.3 take over or institute all such proceedings in connection with all or any of the Security Assets as the Mortgagee in its absolute discretion thinks fit and discharge, compound, release or compromise any of the Security Assets or claims in respect thereof including without limitation claims which have given or may give rise to any charge or lien on or arrest of the Vessel or which are or may be enforceable by proceedings against the Vessel; and

14.1.4 sell all or any part of the Security Assets (either with or without taking possession and with or without the benefit of any lease, charter or other contract) 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 the postponement thereof; and

14.1.5 repair and maintain and keep in repair the Vessel; and

14.1.6 insure the Vessel upon such terms as the Mortgagee may in its absolute discretion determine; and

14.1.7 manage, lease, charter, operate or otherwise use the Vessel in such manner and for such period as the Mortgagee deems necessary and generally do all such things as an owner of the Vessel could do in relation thereto, accounting only for the net proceeds (if any) of such use; and

14.1.8 set-off any monies comprised in the Security Assets against any of the Secured Liabilities.

15 RECEIVER

15.1 At any time after the security created by this Deed and the Mortgage shall have become enforceable the Mortgagee shall be entitled (but not bound) to appoint in writing a Receiver of all or any part of the Security Assets (with power to authorise any joint receiver and/or manager to exercise any power independently of any joint receiver/manager) and remove any Receiver so appointed and appoint another in his place.

15.2 The Receiver may exercise all or any of the rights, powers and discretions of the Mortgagee given to it by this Deed and the Mortgage. Such Receiver shall have all the powers conferred by the Law of Property Act 1925, but without the restrictions contained in Sections 93 and 103 of that Act.

15.3 Any Receiver shall be entitled to remuneration appropriate to his work and shall be entitled to charge in accordance with the normal practice of his firm without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925.

15.4 The Mortgagee shall not be responsible for misconduct or negligence on the part of such Receiver.

15.5 Such Receiver shall be the agent of the Owner and the Owner shall be responsible for his acts, defaults and remuneration and liable on any contracts made by him.

16 APPLICATION OF PROCEEDS

16.1 All monies received by the Mortgagee or any Receiver in respect of the Security Assets shall be applied by the Mortgagee in or towards payment of the Secured Liabilities in the following order (but without prejudice to the right of the Mortgagee to recover any shortfall from the Owner):-

16.1.1 firstly, in or towards payment of all costs and expenses whatsoever incurred or to be incurred by the Mortgagee in connection with such enforcement including (without limitation) all costs of recovery, maintenance, repair, insurance, storage, sale or other dealing;

16.1.2 secondly, in or towards payment to the Mortgagee, in such order as the Mortgagee may in its sole discretion decide, of all amounts which are or may become owing by the Owner to the Mortgagee under this Deed and the Mortgage;

16.1.3 thirdly, after all amounts payable or which may become payable under this Deed and the Mortgage have been paid in full and this Deed and the Mortgage has been discharged, in or towards payments of moneys owing, if any, to the Owner or other persons entitled thereto.

17 POWER OF ATTORNEY

The Owner hereby irrevocably appoints and constitutes the Mortgagee and any Receiver appointed by the Mortgagee jointly and severally, with full power to delegate, as its true and lawful attorney(s) (which appointment is coupled with a security interest) with full power (in the name of the Owner or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for monies due or to become due to endorse any cheque or other instrument or orders in connection therewith to execute any document to do any act or thing and to file any claims or take any action or institute any

	proceedings which the Mortgagee or any Receiver may deem to be necessary or advisable and otherwise to do any and all things which the Owner itself could do in relation to the Security Assets or in connection with the matters provided for in this Deed and the Mortgage and the Owner undertakes to ratify all such acts of the Mortgagee and or any Receiver.	22.2	Where such combination, set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing market spot rate of exchange of the Mortgagee (as conclusively determined by the Mortgagee) for purchasing the currency for which the Owner is liable with the existing currency so converted.
18	<u>PROTECTION OF THIRD PARTIES</u> No purchaser or other person dealing with the Mortgagee or any Receiver appointed by it or with its or his attorneys or agents shall be concerned to enquire whether the power exercised or purported to be exercised by it or him has become exercisable or, whether any money remains due on the security hereby created or otherwise; as to the propriety or regularity of any of his, its or their actions, or as to the application of any money paid to him, it or them. All the protections afforded to purchasers by Sections 104 and 107 of the Law of Property Act 1925 shall apply to any such person dealing with the Mortgagee or Receiver. In this clause a "purchaser" includes any person acquiring, for money or money's worth, any lease of, or security interest over, or any other interest or right whatsoever in the Security Assets.	22.3	For the purpose of this clause "accounts" includes all forms of account, wheresoever situate, whether current, deposit, loan or of any other nature whatsoever, whether subject to notice or not and whether in sterling or in any other currency and "liabilities" includes all forms of liability, whether present, future, actual, contingent, primary, collateral, several, joint or joint and several.
19	<u>POWERS OF MORTGAGEE</u>	23	<u>COSTS AND INTEREST</u>
19.1	The Mortgagee shall be entitled (but not bound) to take any such action as it may in its discretion think fit for the purpose of protecting the security created by this Deed and the Mortgage, and in particular (without limitation) may effect and maintain insurances, arrange for the carrying out of repairs to and/or surveys of the Vessel and discharge obligations and liabilities in connection with the Vessel.	23.1	The Owner shall pay to the Mortgagee or to its order on demand all costs and expenses whatsoever (including, without limitation, legal costs, registration fees, sales commissions (including but not limited to those which the Mortgagee or any associated company of Close Brothers Group Plc may be entitled to using its own resources) management time, VAT and stamp duties) incurred by the Mortgagee in connection with the negotiation, preparation, completion, registration and perfection of this Deed and the Mortgage and the maintenance, protection and enforcement of the security created by or intended to be created by or pursuant to this Deed and the Mortgage or any of the Mortgagee's rights whatsoever hereunder.
19.2	The Mortgagee may at any time or times delegate to any person(s) all or any of its rights, powers and discretions hereunder and/or employ agents, managers, employees, advisers and others on such terms as the Mortgagee sees fit for any of the purposes set out in this Deed and the Mortgage.	23.2	All overdue amounts from the Owner to the Mortgagee under this Deed and the Mortgage including, but not limited to, such costs and expenses in Clause 23.1 above shall bear additional interest at the rate of 2% per annum from the date on which they fall due, until the date of actual payment (both before and after judgment) calculated from day to day.
19.3	Every power and remedy given to the Mortgagee hereunder shall be cumulative and not alternative and in addition to and not exclusive of any other power or remedy given to the Mortgagee either by this Deed and the Mortgage or by law and all such powers and remedies may be exercised whenever and as often as the Mortgagee may deem expedient.	24	<u>GENERAL</u>
20	<u>FURTHER ASSURANCE</u> The Owner shall at its own expense from time to time execute all such deeds and documents and do all such acts and things as the Mortgagee may reasonably require for the purpose of protecting or perfecting the security intended to be created by this Deed and the Mortgage.	24.1	This Deed constitutes the entire agreement between the parties in relation to its subject matter and no addition to or variation of it shall have any effect unless in writing and signed by the Mortgagee. Each party acknowledges that in entering into this Deed it does not rely on any statement, representation or warranty of any person whether a party to this Deed or not, otherwise than expressly set out in this Deed.
21	<u>INDEMNITY AND LIABILITY</u>	24.2	This Deed may be executed in counterpart and all such counterparts taken together shall be deemed to constitute one and the same instrument.
21.1	THE OWNER WILL INDEMNIFY AND KEEP INDEMNIFIED THE MORTGAGEE AND EVERY RECEIVER OR AGENT APPOINTED PURSUANT HERETO IN RESPECT (BUT NOT LIMITED TO) ALL ACTIONS, CLAIMS, DEMANDS, PROCEEDINGS, COSTS, EXPENSES, FINES, PENALTIES, TAXES, LOSSES AND LIABILITIES WHATSOEVER INCURRED BY IT, HIM OR THEM IN GOOD FAITH IN THE EXECUTION OR PURPORTED EXECUTION OF ANY RIGHTS, POWERS OR DISCRETIONS GIVEN TO IT, HIM OR THEM BY THIS DEED AND THE MORTGAGE OR ARISING IN ANY MANNER WHATSOEVER OUT OF THE MANAGEMENT, CONTROL, USE OR OPERATION OF THE VESSEL OR OUT OF NON-COMPLIANCE BY THE OWNER WITH ANY OF ITS OBLIGATIONS UNDER THIS DEED AND THE MORTGAGE.	24.3	Any part of this Deed found by any court or other competent authority to be unenforceable shall be considered severable so as not in any way to affect the remainder of this Deed.
21.2	THE MORTGAGEE SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY LOSSES OR DAMAGE WHATSOEVER ARISING IN CONNECTION WITH THE EXERCISE OR PURPORTED EXERCISE OF ANY OF ITS RIGHTS, POWERS AND DISCRETIONS IN GOOD FAITH HEREUNDER AND IN PARTICULAR WITHOUT LIMITATION THE MORTGAGEE AND ANY RECEIVER IN POSSESSION SHALL NOT BE LIABLE TO ACCOUNT AS MORTGAGEE IN POSSESSION OR FOR ANYTHING EXCEPT ACTUAL RECEIPTS.	24.4	No delay in exercising or omission by the Mortgagee to exercise any right or power given to it by this Deed shall impair such right or power or be construed as a waiver of or as an acquiescence in any default by the Owner and in the event of the Mortgagee on any occasion agreeing to waive any such right or power, such waiver shall not in any way prejudice or affect the right of the Mortgagee afterwards to act strictly in accordance with the powers given to it by this Deed.
21.3	NOTHING IN THIS CLAUSE SHALL EXCLUDE ANY LIABILITY OF THE MORTGAGEE OR ANY RECEIVER FOR FRAUD.	24.5	A certificate of the Mortgagee as to the amount at any time due from the Owner hereunder or the amount which, but for any of the obligations of the Owner hereunder being or becoming void, voidable, unenforceable or ineffective, at any time would have been due from the Owner hereunder shall, in the absence of manifest error, be conclusive.
22	<u>MORTGAGEES RIGHT OF RETENTION AND SET-OFF</u>	24.6	The Owner may not assign, transfer, delegate or otherwise deal with any of its rights or obligations under this Deed. The Mortgagee may, without notice, assign all or part of its rights or benefits or transfer or delegate all or any part of its rights or obligations under this Deed. Where appropriate, the Owner shall enter into all documents specified by the Mortgagee to be necessary to give effect to any such transfer, assignment or delegation.
22.1	The Owner hereby agrees that the Mortgagee may at any time without notice :-	24.7	The parties to this Deed do not intend by this Deed to confer any rights whatsoever on any other person. Accordingly, the parties hereby expressly exclude the provisions of Contracts (Rights of Third Parties) Act 1999 (or any or re-enactment thereof).
22.1.1	retain any sums that would otherwise be payable to the Owner to cover any matured liabilities of the Owner to the Mortgagee on any other account; and/or	24.8	The Owner hereby acknowledges that any associated company of Close Brothers Group plc may act as agent for the Mortgagee and that disclosure to any associated company of Close Brothers Group plc of any information of whatsoever nature is deemed to be received and relied upon by the Mortgagee.
22.1.2	combine or consolidate all or any of its then existing accounts, including accounts in the name of the Mortgagee or of the Owner jointly with others and set off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any matured obligations or liabilities of the Owner to the Mortgagee.	24.9	Notwithstanding any provision of this Deed, the Owner acknowledges and agrees that neither it nor any of its respective affiliates will seek before any court or government agency to have any of the directors of the Mortgagee from time to time, in their capacity as directors and officers of the Mortgagee, held liable for any actions or inactions of the Mortgagee or any Receiver or any obligations of the Mortgagee under this Deed.
		25	<u>NOTICES</u> All notices and other communications under this Agreement (unless otherwise expressly contemplated herein) shall:
		25.1	in the case of an owner comprising more than one individual and/or organisation, be deemed valid notice to all those individual(s) and/or organisation(s) which collectively comprise the Owner if delivered in accordance with Clause 25.2 below; and

25.2 be in writing, in English, and either delivered by hand or sent by email or first class post (airmail if overseas) in each case to the address of the intended recipient:-

The Owner at its address, or email set out in Schedule One.

The Mortgagee

Address: Wimbledon Bridge House, 1 Hartfield Road,
London, SW19 3RU
Telephone: (+44) 0208 390 9444
Email: caroline.cliff@closebrothers.com

(or any other address, email notified by it from time to time for such purposes) and shall be considered served and received:-

25.2.1 in the case of delivery by hand, upon delivery or upon refusal on presentation;

25.2.2 in the case of email, on the date of transmission if no delivery failure message is received;

25.2.3 in the case of post, 24 hours after posting.

26 **LAW AND JURISDICTION**

26.1 This Deed and any dispute arising from or connected with it or its subject matter shall be governed by and construed in accordance with English law.

26.2 The parties agree that the English courts have exclusive jurisdiction to adjudicate any dispute which arises in connection with this Deed and any dispute arising from or connected with it or its subject matter save that, as such agreement conferring jurisdiction is for the benefit of the Mortgagee only, the Mortgagee shall retain the right to bring proceedings against the Owner or in respect of the Security Assets in any other court which has jurisdiction.

26.3 The Owner irrevocably waives (and irrevocably agrees not to raise) any objection which it may have, now or subsequently, to the laying of the venue of any proceedings in any court referred to in this Clause 26 and any claim that any such proceedings have been brought in an inconvenient forum and, further, irrevocably agrees that a judgement in any proceedings brought in any such court shall be conclusive and binding upon the Owner and may be enforced in the courts of any other jurisdiction.

26.4 If the Owner is incorporated or resides outside England and Wales it shall appoint the agent in England or Wales satisfactory to the Mortgagee whose details are set out in Schedule One to receive on its behalf service of proceedings issued out of the English Courts in any action or proceedings arising out of or in connection with this Agreement and agrees that failure by such agent to notify it of such service shall not adversely affect the validity of any service or any judgment based on it.

27 **DELIVERY**

The parties have executed this Deed as a deed on the condition that it shall not be created, for the purposes of section 860 of the Companies Act 2006 (as amended), nor delivered, for the purposes of sections 44(2b) and 46 of that Act, until it is dated by or on behalf of the parties.

IN WITNESS whereof the parties have executed this Deed as a deed on the date and year first before written.



Schedule One

THE OWNER

Owner Name : Delta Marine Limited
Place of Incorporation : Scotland
Company Number : SC268491
Owner Address : 2/2 Mounthooly Street, Shetland, ZE1 0BJ

Telephone : 01595 694799
Email: : john@deltamarine.co.uk;
sylvie.warneys@jifmar.net
Facsimile : 01595 692685

AGENT FOR SERVICE OF PROCESS

Name : HFW Nominees Limited

Address : Friary Court, 65 Crutched Friars, London,
EC3N 2AE


Telephone : 020 7264 8000

VESSEL

Name : VOE Viking
Manufacturer : Damen Shipyards Gorinchem B.V.
Type or Model : Damen Multicat 2611
Hull Identification Number : 1563 (yard number)
Engine Type : Cummins

Engine Serial number(s) : 33159214
33158583
33157952

Official Number : 910311
Registered as : Commercial



Schedule Two
Notice of Assignment (Insurances)

Damen Multicat 2611 named "VOE Viking" with Yard Number 1563

To:

Dated: 27 AUGUST 2020

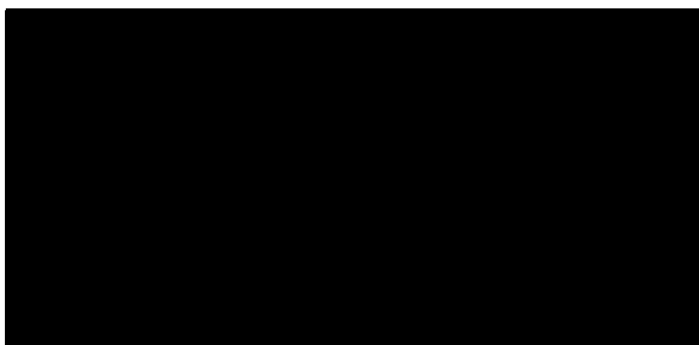
We, Delta Marine Limited (the "Owner") hereby give notice that by a Deed of Covenants dated 27 AUGUST 2020 between us and **CLOSE BROTHERS LIMITED** (the "Mortgagee"), the Owner has assigned to the Mortgagee, as first priority mortgagee, all the insurances in respect of the VOE Viking with Yard Number 1563 (including the insurance constituted by the policy on which this notice is endorsed) and all amounts payable thereunder, including return of premiums, etc.

For and on behalf of
Delta Marine Limited

Dated 27 AUGUST 2020

DUPLICATE

We acknowledge receipt of the Notice of Assignment of which this is a duplicate.



DELTA MARINE LTD
2/2 MOUNTHOOLY STREET
/LERWICK
SHETLAND ZE1 0BJ
TEL : 01595 694799
FAX : 01595 692 685

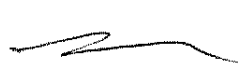
Schedule Three

Loss Payable Clause

Marine and War Risks

Damen Multicat 2611 named "VOE Viking" with Yard Number 1563

It is noted that by a Deed of Covenants dated 27 AUGUST 2020 between Delta Marine Limited (the "Owner") and **CLOSE BROTHERS LIMITED** (the "Mortgagee") the Owner has assigned to the Mortgagee, as first priority mortgagee, its right, title, and interest in the insurances (including this policy). It has nevertheless been agreed between the parties concerned that unless underwriters shall have received notice from the Mortgagee to the contrary in which event all claims payable under the policy of insurance shall be payable direct to the Mortgagee, all other claims shall be payable as follows:

- 1 there shall be paid to the Mortgagee any and every amount receivable in respect of a total loss (including an actual or constructive or compromised or arranged total loss) or of a major casualty (that is to say any casualty (other than a total loss) in respect of which the claim or the aggregate of the claims exceeds £250,000 inclusive of any deductible);
 - 2 all other amounts receivable in respect of this policy of insurance shall be paid to the Owner and shall be applied by it for the purposes of the repair of all the damage and the reparation of the loss in respect of which the said amounts shall have been received.
- 

DELTA MARINE LTD
2/2 MOUNTHOOLY STREET
LERWICK
SHETLAND ZE1 0BJ
TEL : 01595 694799
FAX : 01595 692 685

EXECUTION

EXECUTED AND DELIVERED

as a deed by DELTA MARINE LIMITED

acting by _____ a director

Jean-Ticket BEARD... (Director)

in the presence of:

Signature:

Name:

Address:

Occupation:

Sylvie WARNEYS

120 Avenue Napoleon Bonaparte
13100
Aix-en-Provence (FRANCE)

CFO

SIGNED by CAROLINE CLIFF
as attorney for **CLOSE BROTHERS LIMITED**
under a power of attorney dated 18/12/19.

Attorn

in the presence of:

Witness:

Signature

Name

Address

Occupation:

MEUSSA WELCH

c/o Wimbledon Bridge House
LONDON

SW19 3RU