**ASG 12**

Admiralty Solicitors Group

**ASG LIMITATION OF LIABILITY LOU**

To: The Registrar   
 Admiralty Court   
 Rolls Building

7 Rolls Building   
 Fetter Lane

London EC4A 1NL

*[Date]*

We, [***AAA***], acting as Guarantor on behalf of [***BBB***], respectively the Registered Owner, Charterer and Operator of the [***name of vessel***] (the "Vessel"), hereby undertake to the Court and to the claimants who file claims against the Fund, as set out and defined below, to pay any and all sums that are finally and unappealably adjudged and ordered to be paid by the High Court of Justice, Queen's Bench Division, Admiralty Court ("the Court") in Claim No. [***claim number***] or on appeal therefrom ("the Limitation Claim"), by way of distribution of the Fund constituted by the production of this Letter of Undertaking (the "Undertaking") within the meaning of Article 11 of the Convention on Limitation of Liability for Maritime Claims 1976 as amended by the Protocol of 1996, as set out in Part 1 of Schedule 7 to the UK Merchant Shipping Act 1995 (the "Convention") as amended by the Merchant Shipping and Maritime Security Act 1997 and the Merchant Shipping (Convention on Limitation of Liability for Maritime Claims) (Amendment) Order 1998/1258, among claimants who shall have filed claims against the Fund which shall have been finally and unappealably determined to be subject to limitation and finally and unappealably established against the Fund in the Limitation Claim within the meaning of Articles 11 (1) and 12(1) of the Convention, within 14 days of such final and unappealable judgment and order.

Always provided that the total of our liability under this Undertaking shall not exceed the sum of **GBP** [***insert limitation figure***] (the "Fund"), such limit to include GBP [***insert***] (the "Principal Element"), being the sterling equivalent of [***insert limit***] SDRs as at [***insert date***] ([***insert time***]XXX UTC), plus interest of GBP [***insert amount***] from [***insert date***] to the date of this Letter of Undertaking (the "Article 11 (1) Interest"), plus further interest on the Principal Element and the Article 11(1) Interest at the rate stipulated by the Court Funds Office as the basic account rate as may apply from time to time for the period from the date of this Letter of Undertaking until the date of each payment hereunder (the "Further Interest Payable").

The Undertaking shall continue for a period of six years from the date of this Letter of Undertaking so that our liability under the Undertaking shall automatically expire and cease six calendar years after the date of this Letter of Undertaking unless agreed by us in writing or ordered by the Court. We undertake that in the event that the Fund remains in place and has not been distributed within this initial period of six calendar years, or in the event that proceedings brought by claimants against the Fund have not yet been concluded and the Fund remains in place, we will agree a Consent Order extending the Undertaking for a further six years.

In the event that the Court finds that [***BBB***] are not entitled to limit their liability pursuant to Article 4 of the Convention, then the Undertaking will remain in place, subject to any further Order to the Court and, in such circumstances, there shall be a general liberty to apply to the Court.

This Letter of Undertaking shall be governed by and construed in accordance with English law and we agree to submit irrevocably to the jurisdiction of the English High Court of Justice in relation to any dispute arising out of or in connection with this Letter of Undertaking (including, but not limited to, for the purpose of enforcement of this Letter of Undertaking). Further, we undertake to abide by any Order of the English High Court of Justice made in connection with and/or pursuant to this Letter of Undertaking.

Yours faithfully,

[***AAA***]

13/01/21